

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – City Hall -- 7:00 PM**  
**April 25, 2019**

**PRAYER**

Vice Mayor Madelyn Scales Harris

**PLEDGE OF ALLEGIANCE**

**New Business**

On Motion

1. Upgrade Parking Area at St. Clair Senior Center (Parks & Recreation)
2. Purchase of Two 2019 Ford F-250 Regular Cab 4x4 Trucks (Transportation)
3. Proposed Sale of Excess Property (Administration)
4. Grinding of Yard Waste (Solid Waste)

**Licensing**

**Board & Commission Appointments**

**Murfreesboro Housing Authority**

**Reappoint Mrs. Betty Hord to the Murfreesboro Housing Authority**

**Payment of Statements**

**Other Business**

**Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 4/25/2019

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**Item Title:** Upgrade Parking Area at St. Clair Senior Center

**Department:** Parks and Recreation

**Presented by:** Nate Williams, Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Upgrade parking area at St. Clair Senior Center.

**Staff Recommendation**

Upgrade St. Clair Senior Center parking area through current City contract with Rollins Excavating Company.

**Background Information**

The St. Clair Senior Center facility needs enhancements for quality and capacity of the parking area, as well as additional lighting to accommodate the longer hours of operation provided to patrons.

Through the existing contract with Rollins Excavating, the parking lot will be upgraded. The lighting enhancements will be coordinated through another contractor.

**Council Priorities Served**

*Excellent Services with a Focus on Customer Service*

The parking area upgrades will allow for continued safe, accessible, and convenient parking for the St. Clair Senior Center patrons, while adding much-needed additional spaces.

**Fiscal Impacts**

The estimated cost for the needed parking upgrades at St. Clair Senior Center is \$60,767.01, which will include all tree removal, excavation, materials, and labor. Funds are available for this work in the 2016 TML Bonds.

## COUNCIL COMMUNICATION

Meeting Date: 04/25/2019

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**Item Title:** Purchase of two 2019 Ford F-250 Regular Cab 4x4 Trucks

**Department:** Transportation

**Presented by:** Jim Kerr JTK

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Purchase of two 2019 Ford F-250 Regular Cab 4x4 Trucks.

**Staff Recommendation**

Approve the cooperative purchase of two 2019 Ford F-250 Regular Cab 4x4 Trucks from Ford of Murfreesboro through the State of Tennessee, Department of General Services Central Procurement Office.

**Background Information**

The purchase of two 2019 Ford F-250 Regular Cab 4x4 Trucks. One truck will replace a 2006 Ford E-150 with high mileage and the repair costs have exceeded the value of the vehicle. The second vehicle is for the new traffic signal technician as outlined in the budget. The new vehicles are available for purchase through the Department of General Services Central Procurement Office with Ford of Murfreesboro for \$71,820.

State statute and Council Resolution 13-R-11 authorizes cooperative purchases without competitive bidding from Department of General Services Central Procurement Office.

**Fiscal Impacts**

Funding is available in the FY19 Transportation Fixed Assets Budget for the amount of \$66,694.81 remaining funds will be available through an Inter-fund Budget Amendment request.

**Attachments:**

1. Price Quote from Ford of Murfreesboro.
2. State of Tennessee, Department of General Services Central Procurement Office, Contract No. 564456.
3. Vehicle Replacement Request.

# Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/56446

To:

City of Murfreesboro

Attn: Jim Kerr

DATE 4/17/2019

F.O.B.

TERMS 30 Days ARO

DELIVERY TBD

NUMBER MUR018

*We are pleased to quote you the following:*

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
F2B	2	2019 Ford F-250 Regular Cab 4x4	\$26,295.00	\$52,590.00
OPTIONS	2	Additional Factory Options	\$965.00	\$1,930.00
UPFIT	2	Aftermarket Upfit Equipment	\$8,650.00	\$17,300.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$35,910.00	\$71,820.00

*We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.*



QUOTE SIGNED

April 17, 2019

DATE



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee,  
371291709  
Office: 888-505-4898  
Fax: 6158939730

**2019 F-250, SD Regular Cab**  
4x4 SD Regular Cab 8' box 142" WB SRW  
XL(F2B)  
Price Level: 950

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
F2B	Base Vehicle Price (F2B)	\$35,945.00
<b>Packages</b>		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes digital clock and 4 speakers.	
<b>Powertrain</b>		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
	Flex-Fuel badge on fleet orders only.	
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Steel	Included
	Includes painted hub covers/center ornaments.	
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
	Includes center armrest, cupholder, storage and driver's side manual lumbar.	
<b>Other Options</b>		
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
90L	Power Equipment Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee,  
371291709  
Office: 888-505-4898  
Fax: 6158939730

**2019 F-250, SD Regular Cab**  
4x4 SD Regular Cab 8' box 142" WB SRW  
XL(F2B)  
Price Level: 950

## Selected Options (cont'd)

Code	Description	MSRP
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators. - Advanced Security Pack Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Power Locks - Power Tailgate Lock - Power Front Seat Windows Includes 1-touch up/down driver/passenger window. - Remote Keyless Entry	
66D	Pickup Box Delete	-\$625.00
	Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Includes: - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete	
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
86D	Engine Idle Shut Down - 20 Minutes	\$250.00
	After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain.	
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.	
18B	Platform Running Boards	\$320.00
872	Rear View Camera & Prep Kit	\$415.00
	Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with electronic mirror and 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions.	
592	LED Roof Clearance Lights	\$95.00
587	Radio: AM/FM Stereo	Included
	Includes digital clock and 4 speakers.	
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00
	Custom accessory.	

### Emissions

425	50-State Emissions System	STD
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### Interior Colors

AS_01	Medium Earth Gray	N/C
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### Primary Colors

Z1_01	Oxford White	N/C
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## Selected Options (cont'd)

Code	Description	MSRP
<b>Upfit Options</b>		
RDNG8	Reading SL 8' Service Body <i>Reading SL 8' Service Body Powder Coated White Inside and Out Pooched Rear Bumper Stainless Paddle Latches and Locks 14" Slam Action Tailgate LED Strip Lighting in Compartments Master Locking System Amber Front and Rear LED Strobes Cab Guard w/ (2) LED Work Lights Line-X Cargo and Bumper</i>	\$8,650.00
SUBTOTAL		\$46,475.00
Destination Charge		\$1,595.00
TOTAL		\$48,070.00

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4x4 SD Regular Cab 8' box 142" WB SRW XL(F2B)  
Price Level: 950

### Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPi 385hp  
TorqShift-G 6 speed automatic w/OD

- \* 4-wheel ABS
- \* Traction control
- \* Battery with run down protection
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Daytime running
- \* Variable intermittent wipers
- \* Dual front airbags w/passenger cancel
- \* SecuriLock immobilizer
- \* Message Center
- \* Running boards
- \* Class V hitch
- \* Rear axle capacity: 6200 lbs.
- \* Rear spring rating: 6340 lbs.
- \* Frame Yield Strength 50000 psi
- \* Axle to end of frame: 47.6"

Exterior:Oxford White  
Interior:Medium Earth Gray

- \* Brake assistance
- \* LT 245/75R17 E BSW AS S-rated tires
- \* Firm suspension
- \* Air conditioning
- \* AM/FM stereo with seek-scan
- \* Dual power remote heated mirrors
- \* 17 x 7.5 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* Tachometer
- \* Reclining front split-bench seats
- \* Steering-wheel mounted audio controls
- \* Front axle capacity: 6000 lbs.
- \* Front spring rating: 4400 lbs.
- \* Frame section modulus: 10.7 cu.in.
- \* Cab to axle: 56.1"

### Fuel Economy

City  
N/A



Hwy  
N/A

### Selected Options

MSRP

STANDARD VEHICLE PRICE	\$35,945.00
Order Code 600A	N/C
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
3.73 Axle Ratio	Included
GVWR: 10,000 lb Payload Package	Included
Tires: LT245/75Rx17E BSW A/S (4)	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
142" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
Power Equipment Group	\$915.00
Accessory Delay	Included
Manual Telescoping/Folding Trailer Tow Mirrors	Included
Advanced Security Pack	Included
Power Locks	Included
Power Tailgate Lock	Included
Power Front Seat Windows	Included
Remote Keyless Entry	Included

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Price Level: 950

Pickup Box Delete	-\$625.00
Rear Bumper Delete	Included
Spare Wheel, Tire, Carrier & Jack Delete	Included
Transfer Case & Fuel Tank Skid Plates	\$100.00
Engine Idle Shut Down - 20 Minutes	\$250.00
Trailer Brake Controller	\$270.00
Rear View Camera & Prep Kit	\$415.00
LED Roof Clearance Lights	\$95.00
Exterior Backup Alarm (Pre-Installed)	\$140.00
Platform Running Boards	\$320.00
Oxford White	N/C
Medium Earth Gray	N/C
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SUBTOTAL	\$37,825.00
Destination Charge	\$1,595.00
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<b>TOTAL</b>	<b>\$39,420.00</b>

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Prepared by: Jason McCullough Date: 04/17/2019

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
TT OF F. MURFREESBORO, INC dba FORD OF MURFREESBORO  
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of the 31<sup>st</sup> day of January 2019, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F. MURFREESBORO, INC dba FORD OF MURFREESBORO**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 056446 with Ford of Murfreesboro*
- *Price Sheet Attachment to State of Tennessee Contract 056446 with Ford of Murfreesboro*
- *Price Quote Sheet from Ford of Murfreesboro for Police Vehicles & Facility Maintenance Vehicle*
- *Any properly executed amendments to this Agreement*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
  - *Second, this Contract*
  - *Third, Contractor's State of Tennessee Contract 056446 with Ford of Murfreesboro*
  - *Fourth, Price Sheet Attachment to State of Tennessee Contract 056446 with Ford of Murfreesboro*
  - *Lastly, Price Quote Sheet from Ford of Murfreesboro for Police Vehicles & Facility Maintenance Vehicle*
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase thirty-five (35) police SUV's, one (1) Utility Van, and one (1) 2019 Ford F-250 Regular Cab 4x2 as set forth in the State of Tennessee Contract 056446 with Ford of Murfreesboro, Contractor's Price Quote Sheets. Furthermore, the City may utilize this Contract to procurement additional vehicles from Contractor per the State of Tennessee Contract 0564456 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from January 17, 2019 to the expiration of the State of Tennessee Contract 0564456, September 30, 2019. Contractor's performance may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate,

stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

**3. Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from Ford of Murfreesboro for the Police Department Vehicles which reflects a purchase price of \$1,122,273 and the Price Quote Sheet from Ford of Murfreesboro for the Facilities Maintenance Vehicle which reflects a purchase price of \$34,349.00. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
  - b. Deliveries of all items for the Murfreesboro Police Department shall be made at 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. [scampbell@murfreesborotn.gov](mailto:scampbell@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Facilities Maintenance shall be made at 620 W. Main Street, Murfreesboro, TN 37130. Contact Person for Murfreesboro Facility Maintenance Bo Jones (tel. 629-335-0069 email. [jjones@murfreesborotn.gov](mailto:jjones@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
  - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - 1. Procure for the City the right to continue using the products or services.
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination

with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

Notices to City shall be sent to:

**Department:** City of Murfreesboro Administration

**Attention:** City Manager

**Address:** Post Office Box 1139

111 West Vine Street

Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

**Contractor:** Ford of Murfreesboro

**Attention:** Keith McCullough, Fleet Sales Manager

**Address:** 1550 N.W. Broad St.

Murfreesboro, TN 37129-1709

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

*[signatures appear on the following page]*



IN WITNESS WHEREOF, the parties enter into this agreement as of January 31, 2019 (the "Effective Date").

**CITY OF MURFREESBORO**

By: 

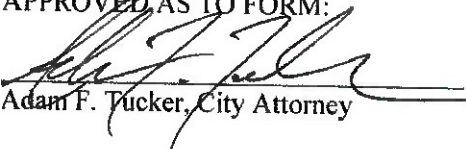
Shane McFarland, Mayor

**TT OF F. MURFREESBORO, INC dba  
FORD OF MURFREESBORO**

By: 

Its: Fleet Director

APPROVED AS TO FORM:

  
Adam F. Tucker, City Attorney

State of Tennessee (State) Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)		FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing		Contract# 56446
Model	Model Number	Decription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1 -4
POLICE INTERCEPTOR SEDAN	Police			
	P2L-500A	4DR, FWD, 3.5L V6 TIVCT, 6-SPD AUTO (PATROL SPECS)	\$ 30,655.00	\$ 24,326.00
	P2L-500A	4DR, FWD, 3.5L V6 TIVCT, 6-SPD AUTO (ADMIN SPECS)	\$ 30,450.00	\$ 24,145.00
	P2M-500A	4DR, AWD, 3.7L V6 TIVCT, 6-SPD AUTO (PATROL SPECS)	\$ 31,805.00	\$ 25,335.00
	P2M-500A	4DR, AWD, 3.7L V6 TIVCT, 6-SPD AUTO (ADMIN SPECS)	\$ 31,600.00	\$ 25,154.00
	P2M-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (PATROL SPECS)	\$ 34,915.00	\$ 25,880.00
	P2M-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (ADMIN SPECS)	\$ 34,650.00	\$ 25,646.00
POLICE INTERCEPTOR UTILITY	Police			
	K8A-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (PATROL SPECS)	\$ 37,960.00	\$ 30,506.00
	K8A-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (ADMIN SPECS)	\$ 37,700.00	\$ 30,277.00
	K8A-500A	4DR, AWD, 3.7.L V6 TIVCT, 6-SPD AUTO (PATROL SPECS)	\$ 34,665.00	\$ 29,099.00
	K8A-500A	4DR, AWD, 3.7.L V6 TIVCT, 6-SPD AUTO (ADMIN SPECS)	\$ 34,405.00	\$ 28,870.00
POLICE F-150 RESPONDER	Police			
		4DR, 3.5L V6 ECOBOOST, 10-SPD AUTO (PATROL SPECS)	\$ 38,750.00	\$ 34,250.00
		4DR, 3.5L V6 ECOBOOST, 10-SPD AUTO (ADMIN SPECS)	\$ 38,750.00	\$ 34,250.00
SPECIAL SERVICE VEHICLE (SSV)	Police			
SEDAN (SSP)	P2L-501A	4DR, FWD, 2.0L ECOBOOST I-4, 6-SPD AUTO	\$ 30,975.00	\$ 20,608.00
POLICE RESPONDER HYBRID	P0A-430A	4DR, FWD , 2.0L, HYBRID	\$ 31,185.00	\$ 23,284.00
EXPEDITION (SSV)	U1F-102A	4DR, 4x2, XL,SSV	\$ 48,780.00	\$ 31,445.00
	U1G-102A	4DR, 4x4, XL, SSV	\$ 50,215.00	\$ 36,121.00
	U1G-102A	4DR, 4x4, XL, SSV (wTow Pkg)	\$ 51,785.00	\$ 37,613.00
	K1F-102A	4DR, 4x2, XL, SSV, EL	\$ 51,305.00	\$ 33,693.00
	K1G-102A	4DR, 4x4, XL, SSV, EL	\$ 52,740.00	\$ 34,868.00
	K1G-102A	4DR, 4x4, XL, SSV, EL (wTow Pkg)	\$ 54,310.00	\$ 36,360.00
F-150 XL SUPERCAB SSV	X1C-100A	5.0L 2x4	\$ 36,715.00	\$ 21,953.00
	X1E-100A	5.0L 4x4	\$ 39,210.00	\$ 25,016.00
	X1E-100A	5.0L 4x4 (wTow Pkg)	\$ 40,305.00	\$ 25,316.00
F-150 XL SUPERCREW SSV	W1C-100A	5.0L 2x4	\$ 39,170.00	\$ 23,019.00
	W1E-100A	5.0L 4x4	\$ 41,745.00	\$ 29,384.00
	W1E-100A	5.0L 4x4 (wTow Pkg)	\$ 42,840.00	\$ 29,484.00
CMAX ENERGI HYBRID	Sedan			
	P5A-200A	5DR, SE, HATCHBACK, 2.0L HYBRID	\$ 25,170.00	\$ 21,297.00
FIESTA	Sedan			
	P4A-100A	4DR, S , SEDAN, FWD, 1.6L I-4, AUTOMATIC	\$ 15,630.00	\$ 11,885.00
	P4T-100A	5DR, S, HATCHBACK, 1.6L, AUTOMATIC	\$ 15,930.00	\$ 12,160.00
	P4B-200A	4DR, SE , SEDAN, FWD, 1.6L I-4, AUTOMATIC	\$ 16,860.00	\$ 13,014.00
	P4E-200A	5DR, SE, HATCHBACK, 1.6L, AUTOMATIC	\$ 17,168.00	\$ 13,289.00
FOCUS	Sedan			
	P3E-100A	4DR, FWD, S, SEDAN, 2.0L I4, AUTOMATIC	\$ 19,830.00	\$ 15,782.00
	P3F-200A	4DR, FWD, SE, SEDAN, 1.0L ECOBOOST, AUTOMATIC	\$ 21,120.00	\$ 15,947.00
	P3F-200A	4DR, FWD, SE, SEDAN, 2.0L I-4 AUTOMATIC	\$ 21,120.00	\$ 15,947.00
	P3K-200A	5DR, FWD, SE, HATCHBACK, 2.0L I-4, AUTOMATIC	\$ 21,320.00	\$ 16,131.00
FUSION	Sedan			
	P0G-100A	4DR, SEDAN S, FWD, 2.5L I-4, 6-SPD AUTO	\$ 23,115.00	\$ 17,224.00
	POH200A	4DR, SEDAN SE, FWD, 1.5I ECOBOOST	\$ 24,390.00	\$ 18,521.00
	P0H-200A	4DR, SEDAN SE, FWD, 2.5L i-VCT, 6-SPD AUTO	\$ 24,790.00	\$ 18,874.00
	P0T-201A	4DR, SEDAN SE AWD, 2.0L ECOBOOST	\$ 29,280.00	\$ 21,167.00
	P0U-500A	4DR, SEDAN S, FWD, 2.0L I4, HYBRID	\$ 26,290.00	\$ 22,741.00
	P0L-600A	4DR, SEDAN S, FWD, 2.0L I4, HYBRID	\$ 27,240.00	\$ 23,322.00
	P0P-800A	4DR, SEDAN SE, FWD, 2.0L I4, ENERGI	\$ 32,300.00	\$ 26,552.00
TAURUS	Sedan			
	P2D-100A	4DR, FWD SE, 3.5L Ti-VCT V6, 6-SPD AUTO	\$ 28,560.00	\$ 21,180.00
	P2E-200A	4DR, FWD SEL, 3.5L Ti-VCT V6, 6-SPD AUTO	\$ 32,485.00	\$ 23,382.00
	P2H-200A	4DR, AWD SEL, 3.5L Ti-VCT V6, 6-SPD AUTO	\$ 34,335.00	\$ 25,005.00
EcoSport	SUV			
	P1R-100a	4DR, FWD, S,	\$ 20,990.00	\$ 18,451.00
	P1S-100A	4DR, 4x4, S	\$ 22,490.00	\$ 19,813.00
	P1T-200a	4DR, FWD, SE	\$ 23,900.00	\$ 21,092.00

	P1U-200a	4DR, 4x4, SE	\$ 25,400.00	\$ 22,454.00
EDGE	SUV			
	K3G-100A	4DR, FWD SE, 2.0L ECOBOOST, 6-SPD AUTO	\$ 30,340.00	\$ 25,842.00
	K4G-100A	4DR, AWD SE, 2.0L ECOBOOST, 6-SPD AUTO	\$ 32,335.00	\$ 26,583.00
	K3J-200A	4DR, FWD SEL, 2.0L ECOBOOST, 6-SPD AUTO	\$ 33,075.00	\$ 27,977.00
	K3J-200A	4DR, FWD SEL, 3.5L TIVCT V6, 6-SPD AUTO	\$ 33,700.00	\$ 27,479.00
	K4J-200A	4DR, AWD SEL, 2.0L ECOBOOST, 6-SPD AUTO	\$ 35,070.00	\$ 28,697.00
	K4J-200A	4DR, AWD SEL, 3.5L TIVCT V6, 6-SPD AUTO	\$ 35,695.00	\$ 29,249.00
ESCAPE	SUV			
	U0F-100A	S, 4X2, 2.5L DURATEC I-4, 6-SPD AUTO	\$ 24,970.00	\$ 19,322.00
	U0G-200A	SE, 4X2, 1.5L ECOBOOST, 6-SPD AUTO	\$ 26,725.00	\$ 22,442.00
	U9G-200A	SE, 4WD, 1.5L ECOBOOST, 6-SPD AUTO	\$ 28,075.00	\$ 21,806.00
	U9G-200A	SE, 4WD, 1.5L ECOBOOST, 6-SPD AUTO (w/Tow Pkg)	\$ 28,570.00	\$ 22,276.00
EXPLORER	SUV			
	K7B-100A	4DR,FWD BASE,3.5L V6 TIVCT,6-SPD AUTO	\$ 33,105.00	\$ 23,700.00
	K7B-100A	4DR,FWD BASE,2.3L I-4 ECOBOOST,6-SPD AUTO	\$ 34,000.00	\$ 24,489.00
	K8B-100A	4DR,4WD BASE,3.5L V6 TIVCT,6-SPD AUTO	\$ 35,255.00	\$ 27,291.00
	K8B-100A	4DR,4WD BASE,3.5L V6 TIVCT,6-SPD AUTO (w/Tow pkg)	\$ 35,825.00	\$ 27,833.00
	K8B-100A	4DR,4WD BASE,2.3L I-4 ECOBOOST,6-SPD AUTO	\$ 36,150.00	\$ 28,092.00
	K8B-100A	4DR,4WD BASE,2.3L I-4 ECOBOOST,6-SPD AUTO (w/Tow pkg)	\$ 36,545.00	\$ 27,604.00
	K7D-200A	4DR, FWD XLT,3.5L V6 TIVCT, 6-SPD AUTO	\$ 35,135.00	\$ 26,781.00
	K7D-200A	4DR,FWD XLT,2.3L I-4 ECOBOOST,6-SPD AUTO	\$ 36,030.00	\$ 27,570.00
	K8D-200A	4DR, 4WD XLT,3.5L V6 TIVCT, 6-SPD AUTO	\$ 37,285.00	\$ 30,351.00
	K8D-200A	4DR, 4WD XLT,3.5L V6 TIVCT, 6-SPD AUTO (w/Tow pkg)	\$ 37,855.00	\$ 30,893.00
	K8D-200A	4DR,4WD XLT,2.3L I-4 ECOBOOST,6-SPD AUTO	\$ 38,180.00	\$ 31,152.00
	K8D-200A	4DR,4WD XLT,2.3L I-4 ECOBOOST,6-SPD AUTO (w/Tow pkg)	\$ 38,575.00	\$ 31,527.00
FLEX	SUV			
	K5B-100A	4DR, FWD, SE, 3.5L V-6, AUTOMATIC	\$ 31,310.00	\$ 23,762.00
	K5C-200A	4DR, FWD, SEL, 3.5L V-6, AUTOMATIC	\$ 34,015.00	\$ 25,861.00
	K6C-200A	4DR, AWD, SEL, 3.5L V-6, AUTOMATIC	\$ 35,965.00	\$ 27,592.00
EXPEDITION	SUV			
	U1F-100A	4DR, 4X2 XL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 49,630.00	\$ 34,457.00
	U1G-100A	4DR, 4X4 XL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 52,365.00	\$ 39,019.00
	U1G-100A	4DR, 4X4 XL, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 53,935.00	\$ 40,511.00
	K1F-100A	4DR, 4X2 XL EL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 53,060.00	\$ 36,741.00
	K1G-100A	4DR, 4X4 XL EL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 56,040.00	\$ 39,302.00
	K1G-100A	4DR, 4X4 XL EL, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 57,635.00	\$ 40,794.00
	U1H-200A	4DR, 4X2 XLT, 3.5L ECOBOOST, 6-SPD AUTO	\$ 47,152.00	\$ 41,052.00
	U1J-200A	4DR, 4X4 XLT, 3.5L ECOBOOST, 6-SPD AUTO	\$ 55,945.00	\$ 45,618.00
	U1J-200A	4DR, 4X4 XLT, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 57,540.00	\$ 47,110.00
	K1H-200A	4DR, 4X2 XLT EL,3.5L ECOBOOST, 6-SPD AUTO	\$ 55,650.00	\$ 42,439.00
	K1J-200A	4DR, 4X4 XLT EL,3.5L ECOBOOST, 6-SPD AUTO	\$ 58,630.00	\$ 45,001.00
	K1J-200A	4DR, 4X4 XLT EL,3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 60,225.00	\$ 46,493.00
F150	Lt. Truck			
	F1C-100A	4X2 R/C XL, 122", 5.0I V-8, 10-SPD AUTO	\$ 32,705.00	\$ 22,010.00
	F1C-100A	4X2 R/C XL, 141", 5.0L V8, 10-SPD AUTO	\$ 33,005.00	\$ 22,275.00
	F1E-100A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO	\$ 36,510.00	\$ 24,728.00
	F1E-100A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 37,605.00	\$ 24,528.00
	F1E-100A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO	\$ 36,810.00	\$ 24,993.00
	F1E-100A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 37,905.00	\$ 24,793.00
	X1C-100A	4X2 S/C XL, 145", 5.0 V8, 10-SPD AUTO	\$ 36,990.00	\$ 23,186.00
	X1C-100A	4X2 S/C XL, 163", 5.0L V8, 10-SPD AUTO	\$ 37,300.00	\$ 23,489.00
	X1E-100A	4X4 S/C XL, 145", 5.0L V8, 10-SPD AUTO	\$ 39,580.00	\$ 26,331.00
	X1E-100A	4X4 S/C XL, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 40,675.00	\$ 26,131.00
	X1E-100A	4X4 S/C XL, 163", 5.0L V8, 10-SPD AUTO	\$ 39,840.00	\$ 26,621.00
	X1E-100A	4X4 S/C XL, 163", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 40,935.00	\$ 26,421.00
	W1C-100A	4X2 CRW XL, 145", 5.0L V8, 10-SPD AUTO	\$ 39,445.00	\$ 25,352.00
	W1C-100A	4X2 CRW XL, 157", 5.0L V8, 10-SPD AUTO	\$ 39,755.00	\$ 25,655.00
	W1E-100A	4X4 CRW XL, 157", 5.0L V8, 10-SPD AUTO	\$ 42,375.00	\$ 29,058.00
	W1E-100A	4X4 CRW XL, 157", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 43,470.00	\$ 28,569.00
	W1E-100A	4X4 CRW XL, 145", 5.0L V8, 10-SPD AUTO	\$ 42,115.00	\$ 28,769.00
	W1E-100A	4X4 CRW XL, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 43,210.00	\$ 28,858.00
	F1C-300A	4X2 R/C XLT, 122, 5.0L V8, 10-SPD AUTO	\$ 36,815.00	\$ 24,621.00
	F1C-300A	4X2 R/C XLT, 141", 5.0L V8, 10-SPD AUTO	\$ 37,115.00	\$ 24,880.00
	F1E-300A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO	\$ 39,915.00	\$ 27,133.00
	F1E-300A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 41,010.00	\$ 27,233.00

	F1E-300A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO	\$	40,215.00	\$	27,392.00
	F1E-300A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$	41,310.00	\$	27,492.00
	X1C-300A	4X2 S/C XL, 145", 5.0 V8, 10-SPD AUTO	\$	39,725.00	\$	24,531.00
	X1C-300A	4X2 S/C XL, 163", 5.0L V8, 10-SPD AUTO	\$	40,035.00	\$	24,808.00
	X1E-300A	4X4 S/C XLT, 145", 5.0L V8, 10-SPD AUTO	\$	42,825.00	\$	28,042.00
	X1E-300A	4X4 S/C XLT, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$	43,920.00	\$	28,142.00
	X1E-300A	4X4 S/C XLT, 163", 5.0L V8, 10-SPD AUTO	\$	43,085.00	\$	28,286.00
	X1E-300A	4X4 S/C XLT, 163", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$	44,180.00	\$	28,386.00
	W1C-300A	4X2 CRW XLT, 145", 5.0L V8, 10-SPD AUTO	\$	42,075.00	\$	26,849.00
	W1C-300A	4X2 CRW XLT, 157", 5.0L V8, 10-SPD AUTO	\$	42,385.00	\$	27,035.00
	W1E-300A	4X4 CRW XLT, 157", 5.0L V8, 10-SPD AUTO	\$	45,245.00	\$	30,574.00
	W1E-300A	4X4 CRW XLT, 157", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$	46,340.00	\$	30,674.00
	W1E-300A	4X4 CRW XLT, 145", 5.0L V8, 10-SPD AUTO	\$	45,505.00	\$	30,330.00
	W1E-300A	4X4 CRW XLT, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$	46,600.00	\$	30,430.00
F-250 SUPER DUTY PICK UP		Lt. Truck				
	F2A-600A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$	35,775.00	\$	23,599.00
	F2A-600A	4X2 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$	44,570.00	\$	31,303.00
	F2A-603A	4X2 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$	38,515.00	\$	23,969.00
	F2A-603A	4X2 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$	46,920.00	\$	31,341.00
	F2B-600A	4X4 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$	38,855.00	\$	26,295.00
	F2B-600A	4X4 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$	47,650.00	\$	33,999.00
	F2B-603A	4X4 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$	41,600.00	\$	26,669.00
	F2B-603A	4X4 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$	50,935.00	\$	34,373.00
	X2A-600A	4X2 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$	38,110.00	\$	25,648.00
	X2A-600A	4X2 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$	46,905.00	\$	33,352.00
	X2A-603A	4X2 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$	41,245.00	\$	26,362.00
	X2A-603A	4X2 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$	49,880.00	\$	33,929.00
	X2A-600A	4X2 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$	38,310.00	\$	25,824.00
	X2A-600A	4X2 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$	47,105.00	\$	33,528.00
	X2A-603A	4X2 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$	41,445.00	\$	26,538.00
	X2A-603A	4X2 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$	50,080.00	\$	34,105.00
	X2B-600A	4X4 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$	41,195.00	\$	28,348.00
	X2B-600A	4X4 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$	49,705.00	\$	35,809.00
	X2B-600A	4X4 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$	41,400.00	\$	29,028.00
	X2B-600A	4X4 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$	49,910.00	\$	36,489.00
	X2B-603A	4X4 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$	44,335.00	\$	29,067.00
	X2B-603A	4X4 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$	53,130.00	\$	36,771.00
	X2B-603A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$	44,535.00	\$	29,243.00
	X2B-603A	4X4 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$	53,170.00	\$	36,810.00
	W2A-600A	4X2 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$	39,580.00	\$	26,933.00
	W2A-600A	4X2 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$	48,375.00	\$	34,637.00
	W2A-600A	4X2 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$	39,780.00	\$	27,109.00
	W2A-600A	4X2 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$	48,575.00	\$	34,813.00
	W2A-603A	4X2 CREW/C XLT, 160", 6.2L V8, 6-SPD AUTO	\$	43,080.00	\$	27,973.00
	W2A-603A	4X2 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$	51,875.00	\$	35,677.00
	W2A-603A	4X2 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$	43,275.00	\$	28,144.00
	W2A-603A	4X2 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$	52,070.00	\$	35,848.00
	W2B-600A	4X4 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$	42,665.00	\$	29,633.00
	W2B-600A	4X4 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$	51,460.00	\$	37,337.00
	W2B-600A	4X4 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$	42,870.00	\$	30,313.00
	W2B-600A	4X4 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$	51,665.00	\$	38,017.00
	W2B-603A	4X4 CREW/C XLT, 160", 6.2L V8,6-SPD AUTO	\$	46,160.00	\$	30,668.00
	W2B-603A	4X4 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$	54,995.00	\$	38,372.00
	W2B-603A	4X4 CREW/C XLT, 176", 6.2L V8,6-SPD AUTO	\$	46,300.00	\$	30,844.00
	W2B-603A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$	55,155.00	\$	38,548.00
F-350 SUPER DUTY PICK UP- SRW		Lt. Truck				
	F3A-610A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$	36,945.00	\$	25,733.00
	F3A-610A	4X2 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$	45,740.00	\$	33,457.00
	F3A-613A	4X2 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$	39,695.00	\$	26,709.00
	F3A-613A	4X2 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$	48,490.00	\$	34,408.00
	F3B-610A	4X4 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO (w/Tow Pkg)	\$	40,030.00	\$	27,453.00
	F3B-610A	4X4 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO (w/Tow Pkg)	\$	48,825.00	\$	35,157.00
	F3B-613A	4X4 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO (w/Tow Pkg)	\$	42,780.00	\$	28,404.00
	F3B-613A	4X4 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO (w/Tow Pkg)	\$	51,575.00	\$	36,108.00
	X3A-610A	4X2 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$	39,285.00	\$	26,907.00
	X3A-610A	4X2 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$	48,080.00	\$	34,611.00



	X3A-613A	4X2 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$	42,425.00	\$	28,698.00
	X3A-613A	4X2 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$	51,220.00	\$	36,402.00
	X3A-610A	4X2 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$	39,485.00	\$	27,082.00
	X3A-610A	4X2 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$	48,280.00	\$	34,786.00
	X3A-613A	4X2 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$	42,625.00	\$	28,874.00
	X3A-613A	4X2 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$	51,420.00	\$	36,578.00
	X3B-610A	4X4 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$	42,370.00	\$	29,780.00
	X3B-610A	4X4 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$	51,165.00	\$	37,484.00
	X3B-613A	4X4 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$	45,515.00	\$	30,602.00
	X3B-613A	4X4 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$	54,310.00	\$	38,306.00
	X3B-610A	4X4 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$	42,570.00	\$	30,455.00
	X3B-610A	4X4 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$	51,365.00	\$	38,159.00
	X3B-613A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$	45,710.00	\$	30,774.00
	X3B-613A	4X4 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$	54,505.00	\$	38,478.00
	W3A-610A	4X2 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$	40,755.00	\$	28,291.00
	W3A-610A	4X2 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$	49,550.00	\$	35,995.00
	W3A-610A	4X2 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$	40,955.00	\$	29,440.00
	W3A-610A	4X2 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$	49,750.00	\$	37,144.00
	W3A-613A	4X2 CREW/C XLT, 160", 6.2L V8, 6-SPD AUTO	\$	44,255.00	\$	29,904.00
	W3A-613A	4X2 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$	53,050.00	\$	37,608.00
	W3A-613A	4X2 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$	44,450.00	\$	30,075.00
	W3A-613A	4X2 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$	53,245.00	\$	37,779.00
	W3B-610A	4X4 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$	43,845.00	\$	32,069.00
	W3B-610A	4X4 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$	52,640.00	\$	39,773.00
	W3B-610A	4X4 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$	44,040.00	\$	32,740.00
	W3B-610A	4X4 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$	52,835.00	\$	40,444.00
	W3B-613A	4X4 CREW/C XLT, 160", 6.2L V8,6-SPD AUTO	\$	47,340.00	\$	33,204.00
	W3B-613A	4X4 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$	56,135.00	\$	40,908.00
	W3B-613A	4X4 CREW/C XLT, 176", 6.2L GAS, 6-SPD AUTO	\$	47,555.00	\$	33,375.00
	W3B-613A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$	56,330.00	\$	41,079.00
F-350/450 SUPER DUTY PICK UP - DRW	Lt. Truck					
	F3C-620A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$	38,395.00	\$	23,226.00
	F3C-620A	4X2 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$	47,190.00	\$	30,930.00
	F3C-623A	4X2 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$	40,925.00	\$	24,984.00
	F3C-623A	4X2 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$	49,720.00	\$	32,688.00
	F3D-620A	4X4 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$	40,560.00	\$	25,542.00
	F3D-620A	4X4 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$	49,355.00	\$	33,246.00
	F3D-623A	4X4 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$	44,040.00	\$	28,084.00
	F3D-623A	4X4 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$	52,805.00	\$	35,788.00
	X3C-620A	4X2 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$	40,930.00	\$	25,851.00
	X3C-620A	4X2 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$	49,725.00	\$	33,555.00
	X3C-623A	4X2 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$	43,855.00	\$	27,954.00
	X3C-623A	4X2 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$	52,650.00	\$	35,658.00
	X3C-623A	4X4 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$	44,040.00	\$	28,547.00
	X3C-623A	4X4 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$	52,085.00	\$	36,251.00
	X3D-623A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$	46,945.00	\$	31,458.00
	X3D-623A	4X4 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$	55,740.00	\$	39,162.00
	W3C-620A	4X2 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$	42,400.00	\$	27,536.00
	W3C-620A	4X2 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$	51,195.00	\$	35,240.00
	W3C-623A	4X2 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$	45,685.00	\$	29,959.00
	W3C-623A	4X2 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$	54,480.00	\$	37,663.00
	W3D-620A	4X4 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$	45,485.00	\$	30,036.00
	W3D-620A	4X4 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$	54,280.00	\$	37,740.00
	W3D-623A	4X4 CREW/C XLT, 176", 6.2L GAS, 6-SPD AUTO	\$	48,775.00	\$	32,464.00
	W3D-623A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$	57,570.00	\$	40,168.00
	W4D-670A	4X4 CREW XL TRIM 176" DIESEL, AUTOMATIC	\$	57,290.00	\$	44,010.00
	W4D-673A	4X4 CREW XLT TRIM 176", DIESEL , AUTOMATIC	\$	60,550.00	\$	47,112.00
F-350 CHASSIS CAB - SRW	Lt. Truck					
	F3E-630A	4X2 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$	36,470.00	\$	26,336.00
	F3E-630A	4X2 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$	45,265.00	\$	34,040.00
	F3E-633A	4X2 CHAS/C XLT, 141", 6.2L V8,6-SPD AUTO	\$	38,205.00	\$	24,396.00
	F3E-633A	4X2 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$	47,000.00	\$	32,100.00
	F3F-630A	4X4 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$	40,155.00	\$	28,966.00
	F3F-630A	4X4 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$	48,950.00	\$	36,670.00
	F3F-633A	4X4 CHAS/C XLT, 145", 6.2L V8,6-SPD AUTO	\$	50,685.00	\$	27,026.00
	F3F-633A	4X4 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$	41,890.00	\$	34,730.00

	X3E-630A	4X2 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$	38,755.00	\$	28,414.00
	X3E-630A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$	47,550.00	\$	36,118.00
	X3E-633A	4X2 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$	40,750.00	\$	26,230.00
	X3E-633A	4X2 S/C XLT, 168", 6.7L DIESEL, 6-SPD AUTO	\$	49,545.00	\$	33,934.00
	X3F-630A	4X4 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$	42,440.00	\$	31,644.00
	X3F-630A	4X4 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$	51,235.00	\$	39,348.00
	X3F-633A	4X4 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$	44,520.00	\$	29,532.00
	X3F-633A	4X4 S/C XLT, 168", 6.7L DIESEL, 6-SPD AUTO	\$	53,315.00	\$	37,236.00
	W3E-630A	4X2 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$	39,830.00	\$	29,353.00
	W3E-630A	4X2 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$	48,625.00	\$	37,057.00
	W3E-633A	4X2 CREW XLT, 179", 6.2L V8, 6-SPD AUTO	\$	42,465.00	\$	27,733.00
	W3E-633A	4X2 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$	51,260.00	\$	35,437.00
	W3F-630A	4X4 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$	43,515.00	\$	31,981.00
	W3F-630A	4X4 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$	52,310.00	\$	39,685.00
	W3F-633A	4X4 CREW XLT, 179", 6.2L V8, 6-SPD AUTO	\$	46,150.00	\$	30,363.00
	W3F-633A	4X4 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$	54,945.00	\$	38,067.00
F-350 CHASSIS CAB - DRW		Lt. Truck				
	F3G-640A	4X2 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$	37,635.00	\$	26,033.00
	F3G-640A	4X2 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$	46,440.00	\$	33,746.00
	F3G-640A	4X2 CHAS/C XL, 169", 6.2L V8, 6-SPD AUTO	\$	37,810.00	\$	26,186.00
	F3G-640A	4X2 CHAS/C XL, 169", 6.7L DIESEL, 6-SPD AUTO	\$	46,615.00	\$	33,899.00
	F3G-643A	4X2 CHAS/C XLT, 145", 6.2L V8, 6-SPD AUTO	\$	39,370.00	\$	26,020.00
	F3G-643A	4X2 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$	48,175.00	\$	33,733.00
	F3G-643A	4X2 CHAS/C XLT, 169", 6.2L V8, 6-SPD AUTO	\$	39,545.00	\$	26,173.00
	F3G-643A	4X2 CHAS/C XLT, 169", 6.7L DIESEL, 6-SPD AUTO	\$	48,350.00	\$	33,886.00
	F3H-640A	4X2 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$	41,295.00	\$	30,540.00
	F3H-640A	4X2 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$	50,100.00	\$	38,253.00
	F3H-640A	4X2 CHAS/C XL, 169", 6.2L V8, 6-SPD AUTO	\$	41,475.00	\$	29,998.00
	F3H-640A	4X2 CHAS/C XL, 169", 6.7L DIESEL, 6-SPD AUTO	\$	50,282.00	\$	37,711.00
	F3H-640A	4X2 CHAS/C XLT, 145", 6.2L V8, 6-SPD AUTO	\$	42,940.00	\$	29,950.00
	F3H-640A	4X2 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$	51,745.00	\$	37,663.00
	F3H-640A	4X2 CHAS/C XLT, 169", 6.2L V8, 6-SPD AUTO	\$	43,120.00	\$	30,108.00
	F3H-640A	4X2 CHAS/C XLT, 169", 6.7L DIESEL, 6-SPD AUTO	\$	51,925.00	\$	37,821.00
	X3G-640A	4X2 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$	39,920.00	\$	29,938.00
	X3G-640A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$	48,725.00	\$	37,651.00
	X3G-643A	4X2 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$	42,000.00	\$	29,726.00
	X3G-643A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$	50,805.00	\$	37,439.00
	X3H-640A	4X2 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$	43,705.00	\$	33,252.00
	X3H-640A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$	52,510.00	\$	40,965.00
	X3H-643A	4X2 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$	45,785.00	\$	33,040.00
	X3H-643A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$	54,590.00	\$	40,753.00
	W3G-640A	4X2 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$	40,995.00	\$	29,675.00
	W3G-640A	4X2 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$	49,800.00	\$	37,388.00
	W3G-643A	4X2 CREW XLT, 179", 6.2L V8,6-SPD AUTO	\$	43,630.00	\$	29,957.00
	W3G-643A	4X2 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$	52,435.00	\$	37,670.00
	W3H-640A	4X2 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$	44,780.00	\$	32,190.00
	W3H-640A	4X2 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$	53,585.00	\$	39,903.00
	W3H-643A	4X2 CREW XLT, 179", 6.2L V8,6-SPD AUTO	\$	47,415.00	\$	32,471.00
	W3H-643A	4X2 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$	56,220.00	\$	40,724.00
F-450 Chassis Cab		Lt Duty				
	F4G-650A	4x2 CHAS/C xl 145' 6.8L V10 6-SPD AUTO	\$	40,780.00	\$	31,593.00
	F4G-650A	4x2 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$	49,465.00	\$	39,203.00
	F4G-650A	4x2 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$	40,950.00	\$	31,742.00
	F4G-650A	4x2 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$	49,635.00	\$	39,352.00
	F4G-650A	4x2 CHAS/C xl 193 6.8L V10 6-SPD AUTO	\$	41,125.00	\$	31,895.00
	F4G-650A	4x2 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$	49,810.00	\$	39,505.00
	F4G-650A	4x2 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$	41,305.00	\$	32,053.00
	F4G-650A	4x2 CHAS/C xl 205' 6.7L DIESEL 6-SPD AUTO	\$	49,990.00	\$	39,663.00
	F4G-653A	4x2 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$	42,515.00	\$	30,680.00
	F4G-653A	4x2 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$	51,200.00	\$	38,290.00
	F4G-653A	4x2 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$	42,690.00	\$	30,833.00
	F4G-653A	4x2 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$	51,375.00	\$	38,443.00
	F4G-653A	4x2 CHAS/C XLT193 6.8L V10 6-SPD AUTO	\$	42,870.00	\$	30,991.00
	F4G-653A	4x2 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$	51,555.00	\$	38,601.00
	F4G-653A	4x2 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$	43,040.00	\$	31,140.00
	F4G-653A	4x2 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$	51,725.00	\$	38,750.00

	F4H-650A	4x4 CHAS/C xl 145' 6.8L V10 6-SPD AUTO	\$	43,675.00	\$	34,833.00
	F4H-650A	4x4 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$	52,545.00	\$	42,601.00
	F4H-650A	4x4 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$	43,850.00	\$	34,986.00
	F4H-650A	4x4 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$	52,720.00	\$	42,754.00
	F4H-650A	4x4 CHAS/C xl 193 6.8L V10 6-SPD AUTO	\$	44,025.00	\$	35,141.00
	F4H-650A	4x4 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$	52,895.00	\$	42,909.00
	F4H-650A	4x4 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$	44,200.00	\$	35,294.00
	F4H-650A	4x4 CHAS/C xl 205' 6.7L DIESEL 6-SPD AUTO	\$	53,070.00	\$	42,362.00
	F4H-653A	4x4 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$	45,415.00	\$	33,224.00
	F4H-653A	4x4 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$	54,285.00	\$	40,992.00
	F4H-653A	4x4 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$	45,590.00	\$	33,378.00
	F4H-653A	4x4 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$	54,460.00	\$	41,146.00
	F4H-653A	4x4 CHAS/C XLT193 6.8L V10 6-SPD AUTO	\$	45,765.00	\$	33,531.00
	F4H-653A	4x4 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$	54,635.00	\$	41,299.00
	F4H-653A	4x4 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$	45,940.00	\$	33,685.00
	F4H-653A	4x4 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$	54,810.00	\$	41,453.00
	X4G-650A	4x2 S/C XL 168' 6.8L V10 6-SPD AUTO	\$	43,065.00	\$	33,598.00
	X4G-650A	4x2 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$	51,570.00	\$	41,208.00
	X4G-650A	4x2 S/C XL 192' 6.8L V10 6-SPD AUTO	\$	43,240.00	\$	33,751.00
	X4G-650A	4x2 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$	51,295.00	\$	41,361.00
	X4G-653A	4x2 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$	45,145.00	\$	32,986.00
	X4G-653A	4x2 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$	53,830.00	\$	40,596.00
	X4G-653A	4x2 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$	45,230.00	\$	33,140.00
	X4G-653A	4x2 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$	54,005.00	\$	40,750.00
	X4H-650A	4x4 S/C XL 168' 6.8L V10 6-SPD AUTO	\$	46,565.00	\$	37,369.00
	X4H-650A	4x4 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$	55,175.00	\$	44,915.00
	X4H-650A	4x4 S/C XL 192' 6.8L V10 6-SPD AUTO	\$	46,740.00	\$	37,523.00
	X4H-650A	4x4 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$	55,350.00	\$	45,069.00
	X4H-653A	4x4 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$	48,745.00	\$	36,142.00
	X4H-653A	4x4 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$	57,615.00	\$	43,910.00
	X4H-653A	4x4 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$	48,920.00	\$	36,296.00
	X4H-653A	4x4 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$	57,790.00	\$	44,064.00
	W4G-650A	4x2 CRW xl 179" 6.8L V10 6-SPD AUTO	\$	44,135.00	\$	34,531.00
	W4G-650A	4x2 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$	52,820.00	\$	42,141.00
	W4G-650A	4x2 CRW xl 203" 6.8L V10 6-SPD AUTO	\$	44,315.00	\$	34,689.00
	W4G-650A	4x2 CRW xl 203" 6.7L DIESEL 6-SPD AUTO	\$	53,000.00	\$	42,299.00
	W4G-653A	4x2 CRW XLT 179" 6.8L V10 6-SPD AUTO	\$	46,775.00	\$	34,417.00
	W4G-653A	4x2 CRW XLT 179" 6.7L DIESEL 6-SPD AUTO	\$	55,460.00	\$	42,027.00
	W4G-653A	4x2 CRW XLT 203" 6.8L V10 6-SPD AUTO	\$	46,945.00	\$	34,566.00
	W4G-653A	4x2 CRW XLT 203" 6.7L DIESEL 6-SPD AUTO	\$	55,630.00	\$	42,166.00
	W4H-650A	4x4 CRW xl 179" 6.8L V10 6-SPD AUTO	\$	47,735.00	\$	38,388.00
	W4H-650A	4x4 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$	56,605.00	\$	46,156.00
	W4H-650A	4x4 CRW xl 203" 6.8L V10 6-SPD AUTO	\$	47,910.00	\$	38,541.00
	W4H-650A	4x4 CRW xl 203" 6.7L DIESEL 6-SPD AUTO	\$	56,780.00	\$	46,309.00
	W4H-653A	4x4 CRW XLT 179" 6.8L V10 6-SPD AUTO	\$	50,370.00	\$	37,568.00
	W4H-653A	4x4 CRW XLT 179" 6.7L DIESEL 6-SPD AUTO	\$	59,240.00	\$	45,336.00
	W4H-653A	4x4 CRW XLT 203" 6.8L V10 6-SPD AUTO	\$	50,550.00	\$	37,727.00
	W4H-653A	4x4 CRW XLT 203" 6.7L DIESEL 6-SPD AUTO	\$	59,420.00	\$	45,495.00
F-550 Chassis Cab	Lt Duty					
	F5G-660A	4x2 CHAS/C xl 145' 6.8L V10 6-SPD AUTO	\$	41,875.00	\$	32,554.00
	F5G-660A	4x2 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$	50,560.00	\$	40,164.00
	F5G-660A	4x2 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$	42,050.00	\$	32,707.00
	F5G-660A	4x2 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$	50,735.00	\$	40,317.00
	F5G-660A	4x2 CHAS/C xl 193 6.8L V10 6-SPD AUTO	\$	42,225.00	\$	32,861.00
	F5G-660A	4x2 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$	50,910.00	\$	40,471.00
	F5G-660A	4x2 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$	42,400.00	\$	33,014.00
	F5G-660A	4x2 CHAS/C xl 205' 6.7L DIESEL 6-SPD AUTO	\$	51,085.00	\$	40,624.00
	F5G-663A	4x2 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$	43,615.00	\$	31,645.00
	F5G-663A	4x2 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$	52,300.00	\$	39,255.00
	F5G-663A	4x2 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$	43,790.00	\$	31,799.00
	F5G-663A	4x2 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$	52,475.00	\$	39,409.00
	F5G-663A	4x2 CHAS/C XLT193 6.8L V10 6-SPD AUTO	\$	43,965.00	\$	31,952.00
	F5G-663A	4x2 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$	52,650.00	\$	39,562.00
	F5G-663A	4x2 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$	44,140.00	\$	32,105.00
	F5G-663A	4x2 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$	52,825.00	\$	39,715.00
	F5H-660A	4x4 CHAS/C xl 145' 6.8L V10 6-SPD AUTO	\$	44,780.00	\$	35,803.00



	F5H-660A	4x4 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$	53,650.00	\$	43,571.00
	F5H-660A	4x4 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$	44,950.00	\$	35,952.00
	F5H-660A	4x4 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$	53,820.00	\$	43,720.00
	F5H-660A	4x4 CHAS/C xl 193 6.8L V10 6-SPD AUTO	\$	45,125.00	\$	36,105.00
	F5H-660A	4x4 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$	53,995.00	\$	43,873.00
	F5H-660A	4x4 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$	45,305.00	\$	36,263.00
	F5H-660A	4x4 CHAS/C xl 205' 6.7L DIESEL 6-SPD AUTO	\$	54,175.00	\$	44,031.00
	F5H-663A	4x4 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$	46,515.00	\$	34,190.00
	F5H-663A	4x4 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$	55,385.00	\$	41,958.00
	F5H-663A	4x4 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$	46,690.00	\$	34,343.00
	F5H-663A	4x4 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$	55,560.00	\$	42,111.00
	F5H-663A	4x4 CHAS/C XLT193 6.8L V10 6-SPD AUTO	\$	46,865.00	\$	34,497.00
	F5H-663A	4x4 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$	55,735.00	\$	42,265.00
	F5H-663A	4x4 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$	47,040.00	\$	34,650.00
	F5H-663A	4x4 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$	55,910.00	\$	42,418.00
	X5G-660A	4x2 S/C XL 168' 6.8L V10 6-SPD AUTO	\$	44,165.00	\$	34,563.00
	X5G-660A	4x2 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$	52,850.00	\$	42,173.00
	X5G-660A	4x2 S/C XL 192' 6.8L V10 6-SPD AUTO	\$	44,340.00	\$	34,717.00
	X5G-660A	4x2 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$	53,025.00	\$	42,327.00
	X5G-663A	4x2 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$	46,245.00	\$	33,951.00
	X5G-663A	4x2 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$	54,930.00	\$	41,561.00
	X5G-663A	4x2 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$	46,420.00	\$	34,105.00
	X5G-663A	4x2 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$	55,105.00	\$	41,715.00
	X5H-660A	4x4 S/C XL 168' 6.8L V10 6-SPD AUTO	\$	47,665.00	\$	38,334.00
	X5H-660A	4x4 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$	56,535.00	\$	46,102.00
	X5H-660A	4x4 S/C XL 192' 6.8L V10 6-SPD AUTO	\$	47,840.00	\$	38,488.00
	X5H-660A	4x4 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$	56,710.00	\$	46,256.00
	X5H-663A	4x4 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$	49,745.00	\$	37,023.00
	X5H-663A	4x4 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$	58,615.00	\$	44,791.00
	X5H-663A	4x4 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$	49,920.00	\$	37,176.00
	X5H-663A	4x4 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$	58,790.00	\$	44,944.00
	W5G-660A	4x2 CRW xl 179" 6.8L V10 6-SPD AUTO	\$	45,235.00	\$	35,497.00
	W5G-660A	4x2 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$	53,920.00	\$	43,107.00
	W5G-660A	4x2 CRW xl 203" 6.8L V10 6-SPD AUTO	\$	45,410.00	\$	35,650.00
	W5G-660A	4x2 CRW xl 203" 6.7L DIESEL 6-SPD AUTO	\$	54,095.00	\$	43,260.00
	W5G-663A	4x2 CRW XLT 179" 6.8L V10 6-SPD AUTO	\$	47,870.00	\$	35,377.00
	W5G-663A	4x2 CRW XLT 179" 6.7L DIESEL 6-SPD AUTO	\$	56,555.00	\$	42,987.00
	W5G-663A	4x2 CRW XLT 203" 6.8L V10 6-SPD AUTO	\$	48,050.00	\$	35,536.00
	W5G-663A	4x2 CRW XLT 203" 6.7L DIESEL 6-SPD AUTO	\$	56,735.00	\$	43,146.00
	W5H-660A	4x4 CRW xl 179" 6.8L V10 6-SPD AUTO	\$	48,835.00	\$	39,353.00
	W5H-660A	4x4 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$	57,705.00	\$	47,121.00
	W5H-660A	4x4 CRW xl 203" 6.8L V10 6-SPD AUTO	\$	49,015.00	\$	39,511.00
	W5H-660A	4x4 CRW xl 203" 6.7L DIESEL 6-SPD AUTO	\$	57,885.00	\$	47,279.00
	W5H-663A	4x4 CRW XLT 179" 6.8L V10 6-SPD AUTO	\$	51,475.00	\$	38,538.00
	W5H-663A	4x4 CRW XLT 179" 6.7L DIESEL 6-SPD AUTO	\$	60,345.00	\$	46,306.00
	W5H-663A	4x4 CRW XLT 203" 6.8L V10 6-SPD AUTO	\$	51,645.00	\$	38,687.00
	W5H-663A	4x4 CRW XLT 203" 6.7L DIESEL 6-SPD AUTO	\$	60,515.00	\$	46,455.00
TRANSIT CONNECT	Van					
	E6E-100A	XL, CARGO VAN, SHORT WHEELBASE, LIFTGATE	\$	24,635.00	\$	20,860.00
	S6E-100A	XL, CARGO VAN, SHORT WHEELBASE, CARGO DOORS	\$	24,635.00	\$	20,860.00
	E7E-100A	XL, CARGO VAN, LONG WHEELBASE, LIFTGATE	\$	25,635.00	\$	21,748.00
	S7E-100A	XL, CARGO VAN, LONG WHEELBASE, CARGO DOORS	\$	52,635.00	\$	21,748.00
	E6F-110A	XLT, VAN, SHORT WHEELBASE, LIFTGATE	\$	27,015.00	\$	21,469.00
	S6F-110A	XLT, VAN, SHORT WHEELBASE, CARGO DOORS	\$	27,015.00	\$	21,469.00
	E7F-110A	XLT, VAN, LONG WHEELBASE, LIFTGATE	\$	28,015.00	\$	22,357.00
	S7F-110A	XLT, VAN, LONG WHEELBASE, CARGO DOORS	\$	28,015.00	\$	22,357.00
	E9E-200A	XL, WAGON, LONG WHEELBASE, LIFTGATE	\$	27,320.00	\$	23,243.00
	S9E-200A	XL, WAGON, LONG WHEELBASE, CARGO DOORS	\$	27,320.00	\$	23,243.00
	E8F-210A	XLT, WAGON, SHORT WHEELBASE, LIFTGATE	\$	27,710.00	\$	22,629.00
	S8F-210A	XLT, WAGON, SHORT WHEELBASE, CARGO DOORS	\$	27,710.00	\$	22,629.00
	E9F-210A	XLT, WAGON, LONG WHEELBASE, LIFTGATE	\$	29,710.00	\$	25,350.00
	S9F-210A	XLT, WAGON, LONG WHEELBASE, CARGO DOORS	\$	29,710.00	\$	25,350.00
TRANSIT 150	Van					
	E1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	34,300.00	\$	21,570.00
	E1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	36,165.00	\$	22,365.00
	E1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$	38,295.00	\$	23,476.00

	E1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$	34,315.00	\$	21,587.00
	E1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	36,180.00	\$	22,382.00
	E1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.2L DIESEL AUTO	\$	38,310.00	\$	23,493.00
	E9Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	35,150.00	\$	23,116.00
	E9Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	37,615.00	\$	23,906.00
	E9Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$	39,145.00	\$	24,222.00
	E2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.7L V-6 AUTO	\$	35,300.00	\$	23,248.00
	E2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	37,165.00	\$	24,038.00
	E2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.2L DIESEL AUTO	\$	39,295.00	\$	24,354.00
	E1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$	34,770.00	\$	24,182.00
	E1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	36,635.00	\$	24,977.00
	E1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.2L DIESEL, AUTO	\$	38,765.00	\$	26,088.00
	E1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	35,420.00	\$	24,753.00
	E1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	37,285.00	\$	25,548.00
	E1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$	39,415.00	\$	26,659.00
	E2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$	36,470.00	\$	25,674.00
	E2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	38,335.00	\$	26,469.00
	E2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.2L DIESEL AUTO	\$	40,465.00	\$	27,580.00
	E2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	37,120.00	\$	26,645.00
	E2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	38,982.00	\$	27,835.00
	E2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$	41,115.00	\$	28,151.00
	K1Z-301A	LOW ROOF, WAGON XL, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	37,180.00	\$	24,894.00
	K1Z-301A	LOW ROOF, WAGON XL, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	39,045.00	\$	25,048.00
	K1Y-301A	LOW ROOF, WAGON XL,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$	37,330.00	\$	25,025.00
	K1Y-301A	LOW ROOF, WAGON XL,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	39,195.00	\$	25,815.00
	K1C-301A	MEDIUM ROOF, WAGON XL, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$	38,780.00	\$	28,498.00
	K1C-301A	MEDIUM ROOF, WAGON XL, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	40,645.00	\$	29,288.00
	K1Z-302A	LOW ROOF, WAGON XLT, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	38,745.00	\$	25,462.00
	K1Z-302A	LOW ROOF, WAGON XLT, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	40,615.00	\$	26,257.00
	K1Y-302A	LOW ROOF, WAGON XLT,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$	38,895.00	\$	25,593.00
	K1Y-302A	LOW ROOF, WAGON XLT,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	40,760.00	\$	26,388.00
	K1C-302A	MEDIUM ROOF, WAGON XLT,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$	40,345.00	\$	29,066.00
	K1C-302A	MEDIUM ROOF, WAGON XLT,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	42,210.00	\$	29,861.00
TRANSIT 250	Van					
	R1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	35,250.00	\$	22,404.00
	R1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	37,115.00	\$	23,199.00
	R1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$	39,245.00	\$	24,010.00
	R1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$	35,400.00	\$	22,535.00
	R1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	37,265.00	\$	23,330.00
	R1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.2L DIESEL AUTO	\$	39,395.00	\$	24,141.00
	R2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	36,100.00	\$	23,950.00
	R2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	37,965.00	\$	24,740.00
	R2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$	40,095.00	\$	25,761.00
	R2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.7L V-6 AUTO	\$	36,250.00	\$	24,082.00
	R2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	38,115.00	\$	24,872.00
	R2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.2L DIESEL AUTO	\$	40,245.00	\$	25,893.00
	R1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$	35,270.00	\$	25,016.00
	R1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	37,585.00	\$	25,811.00
	R1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.2L DIESEL, AUTO	\$	39,715.00	\$	26,622.00
	R1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	36,370.00	\$	25,586.00
	R1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	38,235.00	\$	26,381.00
	R1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$	40,365.00	\$	27,192.00
	R2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$	37,420.00	\$	27,308.00
	R2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	49,285.00	\$	28,098.00
	R2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.2L DIESEL AUTO	\$	41,415.00	\$	28,414.00
	R2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	38,070.00	\$	27,078.00
	R2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	39,935.00	\$	27,873.00
	R2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$	42,065.00	\$	28,984.00
	R2X-101A	HIGH ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$	39,570.00	\$	28,394.00
	R2X-101A	HIGH ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	41,435.00	\$	29,189.00
	R2X-101A	HIGH ROOF, CARGO,LWB, SLIDING DOOR, 3.2L DIESEL AUTO	\$	43,565.00	\$	30,200.00
	R2U-101A	HIGH ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	40,220.00	\$	28,965.00
	R2U-101A	HIGH ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	42,085.00	\$	29,760.00
	R2U-101A	HIGH ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$	44,215.00	\$	30,771.00
	R3X-101A	HIGH ROOF, CARGO,LWB EL, SLIDING DOOR, 3.7L V-6 AUTO	\$	40,870.00	\$	28,535.00
	R3X-101A	HIGH ROOF, CARGO,LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	42,735.00	\$	29,765.00

	R3X-101A	HIGH ROOF, CARGO,LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO	\$	44,865.00	\$	31,141.00
	R3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	41,520.00	\$	29,106.00
	R3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	43,385.00	\$	30,696.00
	R3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$	45,515.00	\$	31,012.00
	R5P-501A	CUTAWAY, SWB, 3.7L V-6 AUTO	\$	30,125.00	\$	20,118.00
	R5P-501A	CUTAWAY, SWB, 3.2L DIESEL AUTO	\$	34,120.00	\$	21,324.00
	R7P-501A	CUTAWAY, LWB, 3.7L V-6 AUTO	\$	28,790.00	\$	18,946.00
	R7P-501A	CUTAWAY, LWB, 3.2L DIESEL AUTO	\$	32,785.00	\$	20,152.00
TRANSIT 350	Van					
	W1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	37,305.00	\$	24,207.00
	W1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	39,170.00	\$	25,002.00
	W1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$	37,455.00	\$	24,338.00
	W1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	39,320.00	\$	25,133.00
	W2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	38,155.00	\$	25,753.00
	W2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	40,020.00	\$	26,543.00
	W2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.7L V-6 AUTO	\$	38,305.00	\$	25,884.00
	W2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	40,170.00	\$	26,674.00
	W9C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$	36,970.00	\$	26,913.00
	W9C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	38,835.00	\$	27,703.00
	W1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	37,620.00	\$	26,684.00
	W1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	39,485.00	\$	27,479.00
	W2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$	38,670.00	\$	28,405.00
	W2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	40,535.00	\$	29,195.00
	W2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$	39,320.00	\$	28,175.00
	W2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$	41,185.00	\$	29,765.00
	W2X-101A	HIGH ROOF, CARGO, LWB, SLIDING DOOR, 3.7L AUTO	\$	40,820.00	\$	30,292.00
	W2X-101A	HIGH ROOF, CARGO, LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	42,685.00	\$	31,082.00
	W2U-101A	HIGH ROOF, CARGO,LWB DUAL SLIDING, 3.7I AUTO	\$	41,470.00	\$	30,063.00
	W3X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.7L AUTO	\$	42,120.00	\$	30,632.00
	W3X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$	43,985.00	\$	31,427.00
	W3X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO	\$	46,115.00	\$	32,738.00
	W3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING, 3.7L AUTO	\$	42,770.00	\$	31,202.00
	W3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING, 3.5L ECOBOOST AUTO	\$	44,635.00	\$	31,997.00
	W3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING, 3.2L DIESEL AUTO	\$	46,765.00	\$	33,308.00
	F4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.7L AUTO DRW	\$	42,360.00	\$	30,843.00
	F4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$	44,225.00	\$	31,638.00
	F4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$	46,355.00	\$	32,949.00
	F4U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOOR, 3.7L AUTO DRW	\$	43,010.00	\$	31,413.00
	F4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$	44,875.00	\$	32,208.00
	F4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$	47,005.00	\$	33,519.00
	S4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.7L AUTO DRW	\$	42,710.00	\$	31,150.00
	S4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$	44,575.00	\$	31,945.00
	S4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$	46,705.00	\$	33,256.00
	S4U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOOR, 3.7L AUTO DRW	\$	43,360.00	\$	31,720.00
	S4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$	45,225.00	\$	32,515.00
	S4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$	47,355.00	\$	33,826.00
	X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	40,830.00	\$	27,297.00
	X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	42,965.00	\$	28,092.00
	X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$	44,825.00	\$	29,403.00
	X2Z-302a	LOW ROOF, WAGON XLT, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$	42,395.00	\$	28,664.00
	X2Z-302a	LOW ROOF, WAGON XLT, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$	44,260.00	\$	29,459.00
	X2Z-302a	LOW ROOF, WAGON XLT, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$	46,390.00	\$	30,770.00
	X2Y-301A	LOW ROOF, WAGON XL, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$	40,980.00	\$	28,229.00
	X2Y-301A	LOW ROOF, WAGON XL, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$	42,845.00	\$	29,019.00
	X2Y-301A	LOW ROOF, WAGON XL, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$	44,975.00	\$	30,235.00
	X2Y-302A	LOW ROOF, WAGON XLT, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$	42,545.00	\$	28,796.00
	X2Y-302A	LOW ROOF, WAGON XLT, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$	44,410.00	\$	29,591.00
	X2Y-302A	LOW ROOF, WAGON XLT, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$	46,540.00	\$	32,202.00
	X2C-301A	MED,WAGON XL, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$	42,430.00	\$	31,701.00
	X2C-301A	MED,WAGON XL, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$	44,295.00	\$	32,491.00
	X2C-301A	MED,WAGON XL, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$	46,425.00	\$	33,407.00
	X2C-302A	MED,WAGON XLT, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$	43,995.00	\$	32,268.00
	X2C-302A	MED,WAGON XLT, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$	45,860.00	\$	33,458.00
	X2C-302A	MED,WAGON XLT, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$	47,990.00	\$	34,674.00
	X2X-301A	HIGH ROOF,WAGON XL, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$	43,880.00	\$	32,173.00
	X2X-301A	HIGH ROOF,WAGON XL, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$	45,745.00	\$	33,336.00

	X2X-301A	HIGH ROOF,WAGON XL, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 47,875.00	\$ 34,779.00
	X2X-302A	HIGH ROOF,WAGON XLT, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 45,445.00	\$ 33,414.00
	X2X-302A	HIGH ROOF,WAGON XLT, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 47,310.00	\$ 33,930.00
	X2X-302A	HIGH ROOF,WAGON XLT, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 49,440.00	\$ 37,746.00
	U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW xl SLIDING DOOR, 3.7L AUTO	\$ 45,030.00	\$ 33,182.00
	U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW xl SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 46,940.00	\$ 34,011.00
	U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW xl SLIDING DOOR, 3.2L DIESEL AUTO	\$ 49,070.00	\$ 36,627.00
	U4X-302A	HIGH ROOF, HD EL WAGON LWB DRW XLT SLIDING DOOR, 3.7L AUTO	\$ 46,595.00	\$ 34,150.00
	U4X-302A	HIGH ROOF, HD EL WAGON LWB DRW XLT SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 48,505.00	\$ 35,379.00
	U4X-302A	HIGH ROOF, HD EL WAGON LWB DRW XLT SLIDING DOOR, 3.2L DIESEL AUTO	\$ 50,635.00	\$ 37,995.00
	W5P-501a	CUTAWAY, SRW, SWB,3.7l AUTO	\$ 30,895.00	\$ 20,793.00
	W5P-501a	CUTAWAY, SRW, SWB,3.2L DIESEL AUTO	\$ 34,890.00	\$ 24,199.00
	W7P-501A	CUTAWAY, SRW, LWB,3.7l AUTO	\$ 31,095.00	\$ 20,969.00
	W7P-501A	CUTAWAY, SRW, LWB,3.2L DIESEL AUTO	\$ 35,090.00	\$ 24,375.00
	F6P-501a	CUTAWAY, HD DRW, SWB, 3.7L AUTO	\$ 31,845.00	\$ 21,627.00
	F6P-501a	CUTAWAY, HD DRW, SWB, 3.2L DIESEL AUTO	\$ 35,840.00	\$ 25,033.00
	F8P-501A	CUTAWAY, HD DRW, LWB, 3.7L AUTO	\$ 32,295.00	\$ 22,022.00
	F8P-501A	CUTAWAY, HD DRW, LWB, 3.2L DIESEL AUTO	\$ 36,290.00	\$ 25,428.00
	F9P- 501A	CUTAWAY, HD DRW, LWB EL, 3.7L AUTO	\$ 33,045.00	\$ 22,680.00
	F9P- 501A	CUTAWAY, HD DRW, LWB EL, 3.2L DIESEL AUTO	\$ 37,040.00	\$ 26,086.00
	S6P-501A	CUTAWAY, HD DRW, SWB, 3.7L AUTO	\$ 32,100.00	\$ 21,851.00
	S6P-501A	CUTAWAY, HD DRW, SWB, 3.2L DIESEL AUTO	\$ 36,095.00	\$ 25,257.00
	S8P-501a	CUTAWAY, HD DRW, LWB, 3.7L AUTO	\$ 32,545.00	\$ 22,242.00
	S8P-501a	CUTAWAY, HD DRW, LWB, 3.2L DIESEL AUTO	\$ 36,148.00	\$ 25,648.00
	S9P-501a	CUTAWAY, HD DRW, LWB, 3.7L AUTO	\$ 33,295.00	\$ 22,899.00
	S9P-501a	CUTAWAY, HD DRW, LWB, 3.2L DIESEL AUTO	\$ 37,290.00	\$ 26,306.00



# COUNCIL COMMUNICATION

Meeting Date: [04/25/19]

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**Item Title:** Sale of Excess Property  
**Department:** Administration  
**Presented by:** Gary Whitaker, Assistant City Manager

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Proposed sale of surplus Airport property located at the intersection of Memorial Boulevard and Airport Road.

**Staff Recommendation**

Approved Proposed sale of 1.2 acres in the amount of 1,328,000 Dollars or 23.90 /sq.ft.

**Background Information**

In early 2016, the Airport began the process of obtaining the release of approx. 1.2 acres at Memorial Boulevard and Airport Road from the Federal Restrictions resulting from FAA grants in support of the Airport. This property is intended to be sold and the proceeds used for redevelopment at the Airport. City staff has contacted several potential buyers for the property. In late 2018 the city received a letter of intent and soon negotiated a Real Estate Purchase Contract, subject to approval of the Gateway Commission, Planning Commission and City Council, both of which have been approved.

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

The City will recover its outlay and return this property to the tax rolls.

**Fiscal Impacts**

The City will receive 1,328,000 less 5% commission.

**Attachments:**

**Attachments:**

- 1.** Letter to Council
- 2.** Purchase Contract
- 3.** Land Survey
- 4.** Appraisal Report



*... creating a better quality of life*

April 25, 2019

Honorable Mayor Shane McFarland and Members of the City Council:

Beginning in early 2016, the Airport began the process of obtaining the release of approx. 1.2 acres at Memorial Boulevard and Airport Road from the Federal Restrictions resulting from FAA grants in support of the Airport. Ultimately, the FAA agreed that this was "surplus" property for the airport and approved the release. An out-parcel containing 1.28 was ultimately created.

City staff has contacted several potential buyers for the property. In late 2018 the City received an expression of interest from a potential end-user of the property. The City received a letter of intent and staff has negotiated a Real Estate Purchase Contract, subject to the approval of the Gateway Commission and City Council. Planning Commission approved the disposition of this parcel on April 3, 2019.

The Contract price is \$1,328,000, or \$23.90 / sq. ft. Staff believes that this price could only be obtained by a sale to an end-user as opposed to a sale to a developer.

A copy of the proposed Contract is attached.

Very truly yours,

Gary Whitaker  
Assistant City Manager



## REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") is by and between **DEL LAGO VENTURES, INC.**, a Georgia corporation ("Purchaser") and the **City of Murfreesboro, Tennessee** ("Seller"). In consideration for the mutual covenants herein contained, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **CONTRACT PROPERTY.** Purchaser agrees to buy and Seller agrees to sell, for the consideration and upon the terms set forth herein, the real property located in the State of Tennessee, County of Rutherford, and further described in **Exhibit A** attached hereto, together with all improvements and fixtures now located thereon and all appurtenances, rights, privileges, and easements benefiting or pertaining thereto (collectively, the "Contract Property").

2. **PURCHASE PRICE.** The purchase price for the Contract Property shall be **One Million Three Hundred Twenty Eight Thousand and no/100ths Dollars (\$1,328,000.00)** (the "Purchase Price"), payable by cash or certified funds at Closing (defined below).

3. **EARNEST MONEY.** Purchaser shall deliver to the Title Company (defined below) Five Thousand and no/100ths Dollars (\$5,000.00) as Earnest Money (the "Earnest Money") within ten (10) business days after the Contract Date (defined below). At the time the sale is consummated, the Earnest Money shall either be: (i) applied as part payment of the Purchase Price, or (ii) refunded to Purchaser, in which case Purchaser shall pay the entire Purchase Price (less any adjustments as provided herein) at Closing. Purchaser shall have the exclusive right to choose option (i) or (ii), in Purchaser's sole discretion. Any interest earned on the investment of the Earnest Money by the Title Company shall be paid to Purchaser. If the sale is not consummated due to Purchaser's default, Seller shall receive the Earnest Money as full liquidated damages and Purchaser shall be relieved from all further liability and obligations hereunder. If the sale is not consummated for any other reason, then the Earnest Money shall be immediately returned to Purchaser upon written request less one dollar (\$1.00), which shall be paid to Seller as present, good and valuable consideration for the rights granted Purchaser pursuant to Paragraph 5.

4. **CLOSING.** The closing of the sale of the Contract Property shall be held at a time and place mutually acceptable to Purchaser and Seller within thirty (30) days following the later of (i) the date Purchaser obtains all necessary site plan approvals for its proposed improvements on the Contract Property from the City of Murfreesboro and all departments thereof, on terms and conditions acceptable to Purchaser (collectively the "Approvals"), or (ii) the expiration of the Feasibility Period, as set forth in Paragraph 5 below (the "Closing"). At Closing, Seller shall convey fee simple title by General Warranty Deed ("Deed") in a form acceptable to Purchaser, and the Contract Property shall be unoccupied and free of any right of possession by any party other than Purchaser and shall be free and clear of all liens, encumbrances, easements and restrictions of every nature and description other than the Permitted Exceptions (as hereinafter defined).

5. **FEASIBILITY PERIOD.**

A. Purchaser shall have a period commencing on the Contract Date and ending one hundred twenty (120) days thereafter (such period the "Feasibility Period") to complete an investigation of the Contract Property (and any related easements) to determine the suitability thereof. Purchaser is hereby authorized to enter upon the Contract Property and Seller's adjacent property for the purpose of making such surveys, examinations and tests, including (but not limited to) environmental tests, investigation of wetlands, title, zoning and all other matters incidental to the condition, ownership or use of such property, each as Purchaser may determine to be necessary or desirable (collectively, the "Tests"). Seller shall cooperate with Purchaser so as to allow Purchaser to fully and properly conduct the Tests. Purchaser shall have the absolute right to terminate this Contract for any reason whatsoever, including but not limited to condition of title, at any time prior to the end of the Feasibility Period by delivering written notice to Seller and the Title Company, in which event the Title Company shall immediately, and without further direction from Seller, return all Earnest Money to Purchaser. Upon the expiration of the Feasibility Period, provided Purchaser has not terminated this Contract, Purchaser shall deposit Ten Thousand and no/100ths Dollars (\$10,000.00) (the "Continuation Earnest Money") with the Title Company. The Continuation Earnest Money shall be applicable to the Purchase Price and shall be added to and considered part of the Earnest Money; provided, however, the Continuation Earnest Money shall be non-refundable to Purchaser except in the event (a) of Seller's default, (b) Seller fails or refuses to cure title or survey objections pursuant to the terms of Paragraph 6 below, (c) Purchaser is unable to obtain the Approvals, (d) an express condition to Purchaser's obligation to close is not satisfied due to no fault of Purchaser, or (e) Purchaser is entitled to the refund of the Earnest Money pursuant to Paragraphs 11J and 11R below or any provision of Rider No. 1.


B. Core drilling associated with the geotechnical survey will be done when the ground is dry enough, so the equipment will not unduly damage Seller's land. No blasting shall occur without the prior written consent of Seller. The Purchaser will be solely responsible for the costs of the above-referenced Tests, and any other inspections, tests, or studies the Purchaser may elect to obtain, on or related to the Property. The Seller will not be responsible or liable for any of such costs or for any injuries that might occur during the course of any such inspections, tests or studies. Each firm retained by the Purchaser shall be responsible for its own representatives. If the transaction does not close for any reason other than the default of the Seller, Purchaser will restore the surface of the land to the condition that would have existed but for such testing or inspection. To the extent allowable by applicable state law, Purchaser agrees to indemnify Seller from and against all costs or claims arising from Purchaser's performance of the Tests. Such indemnification shall not apply to the extent of any negligence by Seller and shall not extend to any liability that may arise from Purchaser discovering and/or reporting any condition affecting the Contract Property (including, without limitation, the presence of hazardous materials or environmental contamination thereon).

6. **TITLE AND SURVEY.**

A. Purchaser may obtain, at Purchaser's expense, a complete current certified survey of the Contract Property and any related easements, in a form acceptable to Purchaser, which shall contain a legal description of the Contract Property, which description shall be used in the conveyance document(s). In the event the legal description set forth on the survey differs from the legal description contained in Seller's vesting deed, Seller may use its vesting deed legal

Multi

Seller: \_\_\_\_\_

Initials:  
Purchaser: 

description in the Deed provided that Seller additionally delivers a quitclaim deed (or deed without warranty of title) to Purchaser at Closing containing a legal description based on Purchaser's survey.

B. Purchaser may obtain a title insurance commitment, in a form acceptable to Purchaser, issued by a title insurance company acceptable to Purchaser (the "Title Company"). Purchaser shall pay all costs of title insurance (including, without limitation, the costs of any municipal lien searches).

C. Purchaser may examine the title to and survey of the Contract Property and any related easements and may notify Seller prior to the expiration of the Feasibility Period, of any title or survey matter which, in Purchaser's sole opinion, is objectionable or has an adverse effect on the Contract Property or Purchaser's proposed use or development thereof (hereinafter referred to as an "Objection"). Additionally, at any time prior to Closing, Purchaser shall have the right to notify Seller of any Objection which first arises, first appears of record, or first becomes known to Purchaser after the effective date of the initial survey or title commitment, in which event any such Objections will be handled in the same manner as an Objection set forth in this Paragraph 6.

D. In the event Seller is notified of an Objection, Seller agrees that it shall, in good faith, promptly cure any such Objection prior to Closing. In the event Seller fails or refuses to cure any Objection prior to Closing, Purchaser may, at Purchaser's option: (i) terminate this Contract, in which event the Earnest Money shall be immediately refunded to Purchaser, (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception), (iii) take such steps as Purchaser shall deem proper to remove such Objections, deducting the cost thereof from the Purchase Price, (iv) extend the time for Closing to allow Seller or Purchaser additional time to remove such Objections, or (v) elect any combination of (i)-(iv). In addition, Purchaser may and is hereby authorized by Seller to pay and discharge from the proceeds due to Seller at Closing any lien or any security deed, deed of trust or mortgage affecting the Contract Property which may be discharged by the payment of money; provided, however, that the total amount authorized by Seller pursuant hereto shall in no event exceed the Purchase Price.

E. As used herein, "Permitted Exceptions" shall mean those title or survey matters to which Purchaser does not timely object or which Purchaser is deemed to waive pursuant to clause (ii) in Paragraph D above.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Purchaser that:

A. Seller has good and marketable title to the Contract Property in fee simple, free and clear of all liens, encumbrances and other exceptions to title (other than the Permitted Exceptions).

B. The Contract Property contains no hazardous substances, pollutants, petroleum products, motor fuels, gasoline, alcohol, tires, diesel fuels, motor oils, lubricants or other contaminants.

C. There are no condemnation or eminent domain proceedings pending or, to Seller's actual knowledge, threatened or contemplated against the Contract Property or any part thereof, and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Contract Property or any part of the Contract Property.

D. All assessments that are liens against the Contract Property are shown in the official records of the taxing authorities in whose jurisdiction the Contract Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Contract Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Contract Property.

E. Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding against the Contract Property or Seller. Seller has received no notice of and has no knowledge of any violations of law (including, without limitation, laws governing hazardous materials), municipal or county ordinances, or other legal requirements with respect to the Contract Property or with respect to the use, occupancy or construction thereon.

F. Seller has the full and lawful right, power and authority to execute, deliver and perform this Contract without obtaining any consents or approvals from, or taking any other actions with respect to, any third parties. This Contract, when executed and delivered by Seller and Purchaser, shall become a binding agreement of Seller, in accordance with its terms.

G. Except for easements contemplated in this Contract, no easements or other rights are necessary over any other property in order for the Contract Property to have direct access to and utilize all appropriate utilities and to discharge storm water drainage from the Contract Property.

Purchaser's obligation to proceed to Closing and purchase the Contract Property is expressly conditioned upon all of the representations and warranties of Seller in this Paragraph 7 being true and correct, both as of the Contract Date and as of Closing (and, in the event of any breach of any representation or warranty, Purchaser may extend the Closing until such breach is remedied). In addition to all other rights and remedies of Purchaser set forth herein, Seller shall, to the extent allowable under applicable state law, indemnify, defend, and hold harmless Purchaser, its employees, officers, shareholders, attorneys, directors, agents, contractors, assigns and successors-in-interest, from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees, including fees on appeal) resulting from a breach by Seller of any of the representations, warranties and covenants contained in this Contract. At Closing, Seller's execution and delivery of the Deed shall constitute the reaffirmation to Purchaser of the truth and correctness, as of Closing, of each of the representations and warranties contained herein.

8. **COVENANTS OF SELLER.** Seller covenants and agrees as follows:

A. Seller shall execute and deliver with the Deed such other instruments as may be reasonably required by the Title Company to issue the Title Company's policy of title insurance (including, without limitation, a standard form owner's affidavit and proof of authority if Seller is an entity) or to fulfill Seller's covenants set forth herein.

B. If the local authorities require a recorded plat with relation to Purchaser's purchase or development of the Contract Property, or for the separation of the Contract Property from Seller's remaining property, Purchaser, as Seller's agent, is authorized to have said property platted, and Seller agrees to cooperate in the platting process. In such event, the Feasibility Period shall be extended until ten (10) days after completion of the platting.

C. From and after the Contract Date Seller shall not place, cause or allow any lien or encumbrance against the Contract Property.

D. If sewer, water or electrical service are not available at the property line of the Contract Property, Seller will bring said service to the property line thirty (30) days prior to Closing or Purchaser, as Seller's agent, may elect to bring said service to the property line of the Contract Property before or after Closing, in which event the estimated cost of such will be deducted from the amount due Seller at Closing and placed in escrow to be disbursed to Purchaser at the

time the actual cost is known. At such time, any excess funds held in escrow shall be returned to Seller, and any shortage of funds shall be paid by Seller to Purchaser.

E. Seller shall deliver to Purchaser, within ten (10) business days of the Contract Date, copies of all due diligence materials in Seller's possession concerning the Contract Property, including, without limitation, surveys, title reports, policies and exceptions, and environmental reports. In the event Seller does not timely deliver such materials, the Feasibility Period shall be extended one (1) day for each day after such ten (10) business day period until all such materials are delivered.

9. **TAXES.** All ad valorem taxes on the Contract Property for the calendar year in which the Closing occurs shall be prorated between Seller and Purchaser as of the Closing date. Seller shall also pay all delinquent taxes, including penalties and interest, assessed against or with respect to the Contract Property to the date of Closing. Seller shall pay all transfer and conveyance taxes, documentary stamp taxes and other taxes and charges for recording the Deed. Seller shall be responsible for any "rollback" or other taxes assessed against the Contract Property related to any period prior to Closing and arising out of any change in the use of the Contract Property by Purchaser, regardless of when such assessment is made or whether such taxes become due prior to or after Closing. An estimated amount of such taxes shall be deducted from the amount due Seller at Closing and placed in escrow to be disbursed by Purchaser when the amount of such taxes becomes known. At such time, any excess funds held in escrow shall be returned to Seller and any shortage of funds shall be paid by Seller to Purchaser.

10. **NOTICES.** All notices or requests required or authorized hereunder shall be in writing and shall be deemed delivered (i) when deposited with a national overnight delivery service (e.g. UPS or FedEx) for next business-day delivery, or (ii) three (3) business days after being deposited with U. S. certified mail, return receipt requested, or (iii) when sent via facsimile (upon proof of confirmed transmission provided such notice is also deposited on such date for delivery using method (i) or (ii) above). Notices shall be sent to the respective parties hereto as follows:

To Purchaser: Del Lago Ventures, Inc.  
200 Galleria Parkway S.E., Suite 900  
Atlanta, Georgia 30339  
Attention: Corporate Counsel, Real Estate (PW)  
Fax No. 678-503-1120

With a copy to: Del Lago Ventures, Inc.  
200 Galleria Parkway S.E., Suite 900  
Atlanta, Georgia 30339  
Attention: Vice President of Real Estate & Engineering  
Fax No. 770-431-7832

To Seller: City of Murfreesboro, Tennessee  
111 W Vine St  
Murfreesboro, TN 37130  
Attention: Craig Tindall, City Manager  
email: ctindall@murfreesborotn.gov

With a copy to: City of Murfreesboro, Tennessee  
111 W. Vine Street  
Murfreesboro TN 37130  
Attention: Adam Tucker, City Attorney  
email: atucker@murfreesborotn.gov



or to such other address as either party shall from time to time designate to the other party by written notice. Additionally, notices to Seller may be delivered by email and shall be deemed delivered when sent to the email address for Seller set forth above provided such notice is also delivered by one of the methods described in clause (i) or (ii) above.

11. **MISCELLANEOUS.**

- A. The provisions of this Contract shall survive the Closing and delivery of the Deed.
- B. This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.
- C. This Contract may be assigned by Purchaser, to any entity which Purchaser in whole or in part owns or controls, or which owns or controls Purchaser, or is owned or controlled by any of Purchaser's shareholders.
- D. Each party agrees to cooperate with the other, at no cost to the cooperating party, to effect a tax-deferred exchange of the Contract Property, if a party elects to utilize a tax-deferred exchange.
- E. This Contract constitutes the entire agreement and understanding of the parties and the parties expressly agree to be bound hereby. This Contract may be modified in writing only (including a letter agreement without notary or witness) signed by each of the parties hereto.
- F. If the date of Closing or any other date in this Contract falls on a Saturday, Sunday or holiday, then such date shall be on the first business day following such holiday or weekend date.
- G. Time is of the essence of this Contract.
- H. This Contract, including the attached Rider, if any, supersedes all prior discussions and agreements between the parties with respect to the sale and purchase of the Contract Property and all other matters in this Contract.
- I. If either party files suit against the other party to enforce its rights under this Contract, the prevailing party shall be entitled to its reasonable, actual costs and attorney's fees.
- J. If the transaction is not closed in accordance with the terms of this Contract due to Seller's breach, the Earnest Money and Continuation Earnest Money, if applicable, paid by Purchaser shall be promptly returned to Purchaser. In addition, Purchaser shall be entitled to recover any actual and proven damages suffered as a result of the Seller's breach (including, without limitation, Purchaser's third party due diligence costs). This paragraph J sets forth Buyer's sole and exclusive rights and remedies, in law or equity, for Seller's failure to close on the sale of the Contract Property..
- K. This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

Multi

Seller: \_\_\_\_\_

Initials:   
Purchaser: 

L. No delay or failure by a party, whether in whole or in part, in the exercise of any right hereunder shall operate as a waiver thereof.

M. Each party agrees that (a) it has participated substantially in the negotiation and drafting of this Contract and is thoroughly aware of all of the terms of this Contract and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Contract shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a party responsible for the drafting and/or written form of an agreement or contract.

N. Purchaser's obligation to close is conditioned upon the absence of any material change, that has not been approved in writing by Purchaser, in the use, title to, occupancy or physical condition of the Contract Property from and after the Contract Date, unless caused by Purchaser or those acting through or under Purchaser.

O. Seller and Purchaser agree that, if Closing does not occur by reason of Purchaser's default, it would be impractical and difficult to estimate the damages which Seller may suffer. Therefore, Seller and Purchaser hereby agree that the reasonable estimate of the total net detriment that Seller would suffer in the event that Purchaser defaults hereunder is and shall be, and Seller's sole remedy (whether at law or in equity) shall be, the right to receive from the Title Company and retain the full amount of the Earnest Money. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law and is intended to settle all issues and questions about the amount of damages suffered by Seller in the applicable event. Notwithstanding the foregoing, upon the occurrence of an event of default other than the failure of Purchaser to close in a timely basis in accordance with this Contract, Seller will provide Purchaser with notice specifying the default and Purchaser shall have five (5) business days from its receipt of such notice to cure such default.

P. Seller shall cooperate with Purchaser with respect to Purchaser's efforts to obtain all necessary permits and approvals from applicable authorities (collectively the "Authorities") in connection with Purchaser's intended development of the Contract Property. In connection therewith, Seller shall execute, with this Contract, a form authorization letter ("Letter") and hereby authorizes Purchaser to present the Letter (or copies thereof) to the applicable Authorities. Without limiting the foregoing, Seller agrees to execute such additional letters, authorizations and/or applications required by the Authorities. Seller shall execute such additional items within five (5) business days after Purchaser's request. In the event Seller fails to timely execute such items the Feasibility Period shall toll, commencing on the expiration of the five (5) business day period, until such time as Purchaser receives such executed items. Notwithstanding the provisions of this subsection P, Purchaser understands and acknowledges that the Seller shall have no obligation in its capacity as a municipal government to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Purchaser's proposed use or development of the Contract Property would be subject if the Contract Property were being sold by a private person or entity. Approval of this Contract or any of its terms or provisions shall not in any way function as a substitute for any approval of any use of development of the Contract Property by Purchaser which is otherwise required by local, state or federal law.

Q. The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Contract. Such obligation shall survive Closing.

R. If prior to Closing there shall occur damage to any portion of the Contract Property or the improvements thereon caused by fire or other casualty, or there shall be a threatened or actual taking or condemnation of all of any portion of the Contract Property, then Purchaser shall have the option to (i) terminate this Contract and, notwithstanding any contrary provision contained herein, receive all Earnest Money, or (ii) proceed to Closing (subject to the other terms and conditions of this Contract) in which event there shall be assigned (or, if previously received by Seller, credited) to Purchaser at Closing all right, title, and interest of Seller in and to any condemnation awards or insurance proceeds which may be payable to Seller on account of such occurrence, with Purchaser receiving a credit for any deductibles and the amount of any uninsured casualty.

S. By executing this Contract Purchaser is representing that it is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives, including but not limited to the City Manager and the Assistant City Managers. Purchaser represents and commits that no compensation, kickback, gratuity, or other payment or gift of value will be made by Purchaser or any intended owner or tenant of the Contract Property to any of the individuals hereinabove mentioned; ordinary campaign contributions are not hereby prohibited.

12. **ACCEPTANCE.** This Contract shall be considered as an offer by the Purchaser to the Seller and is left open for acceptance by Seller until 5:00 p.m. EST on April 30<sup>th</sup>, 2019. Acceptance shall be effective when Purchaser receives one (1) original fully executed contract in the office of the Purchaser (the "Contract Date").

(signatures on following page)

Signed, sealed and delivered as to Purchaser, in the presence of:

Witness  
Printed Name: Nancy Renee Black

Witness  
Printed Name: Robin Allen

PURCHASER:

DEL LAGO VENTURES, INC., a Georgia corporation

By: [Signature]  
Name: Brian Thornton  
Title: Vice President

[CORPORATE SEAL]

Executed this 19 day of April, 2019.

ATTEST:

Melissa Wright, Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

SELLER:

CITY OF MURFREESBORO, TENNESSEE

By: Shane McFarland, Mayor

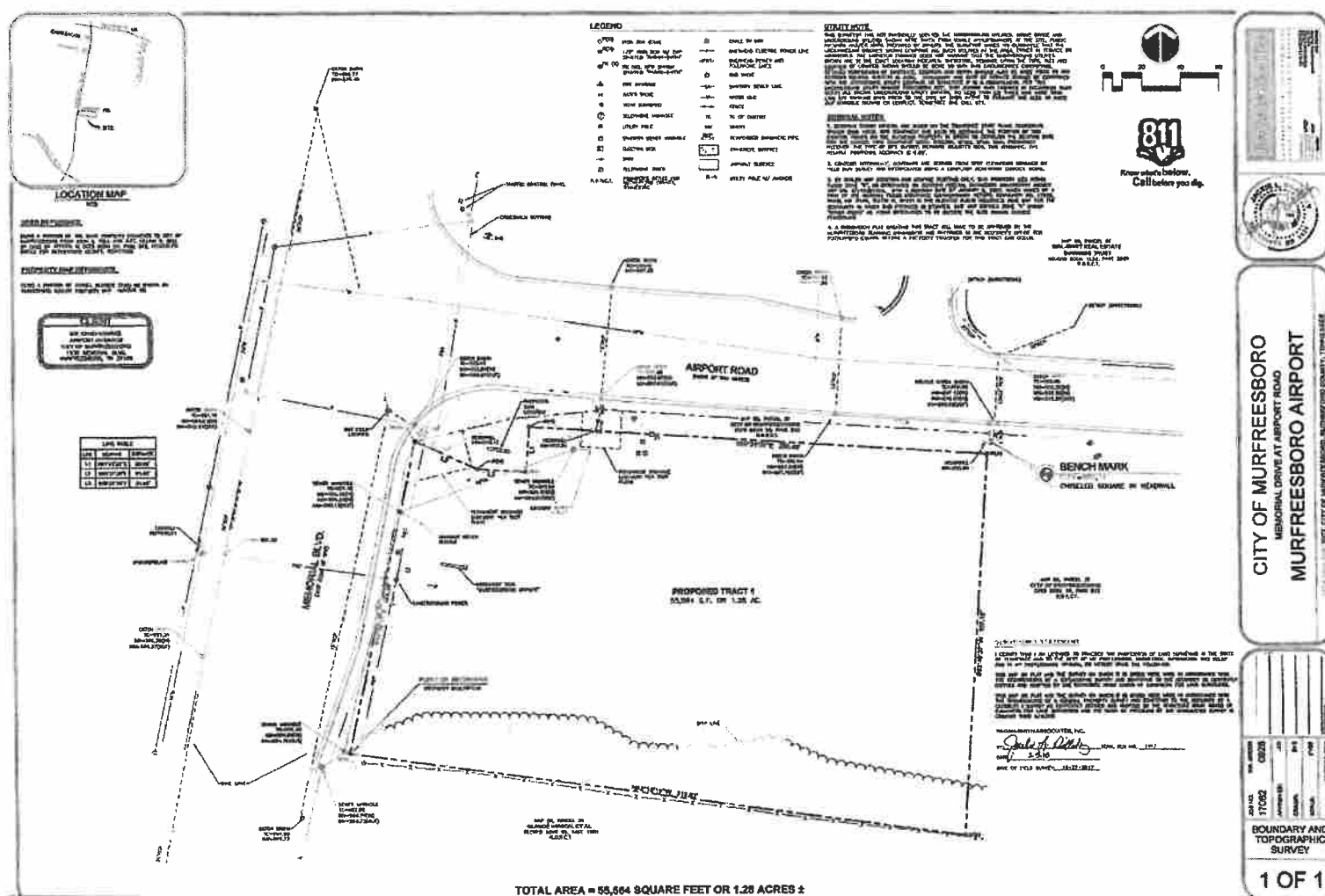
[CORPORATE SEAL]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

### Legal Description of Contract Property

<b>Seller:</b>	<b>City of Murfreesboro, Tennessee</b>
<b>Purchaser:</b>	<b>Del Lago Ventures, Inc.</b>
<b>Contract Property location:</b>	<b>Southeast corner of US Highway 231 &amp; Airport Road, Murfreesboro, TN</b>

The Contract Property, as outlined below in red and made a part hereof, being located in Rutherford County, and being a portion of Parcel ID No.075080 03700:





RIDER NO. 1

**Seller:** City of Murfreesboro, Tennessee

**Purchaser:** Del Lago Ventures, Inc.

**Contract Property location:** Southeast corner of US Highway 231 & Airport Road, Murfreesboro, TN

THIS RIDER NO. 1 is attached to and made part of that certain Real Estate Purchase Contract between Seller and Purchaser (the "Contract"). In the event of any conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider shall control. Capitalized terms not defined herein shall have the meanings set forth in the Contract.

**1. Seller's Development Obligations.**

The airport has an existing monument sign located on the Contract Property ("Murfreesboro Airport Sign"). It is understood and agreed that Seller shall, at Seller's sole cost and expense prior to the Closing, relocate the Murfreesboro Airport Sign to such other location on Seller's remaining property as reasonably agreed to by the parties during the Feasibility Period. The general location is depicted on Exhibit "A" as "Proposed Sign Location".

**2. Detention.**

Seller shall grant Purchaser, at Closing, an easement granting Purchaser the right to utilize Seller's adjacent property for off-site detention purposes. Seller and Purchaser shall work in good faith during the Feasibility Period to determine the exact location of said off-site detention facility.

**3. Easements.**

Seller shall grant Purchaser, at Closing, such easements, or such other instruments, as are mutually agreeable and reasonably necessary to enable Purchaser to develop the Contract Property. Said easements shall be negotiated in good faith prior to the expiration of the Feasibility Period.

**4. Brokerage Commission.**

Purchaser has been represented by John Harney of The Parks Group ("Broker") in connection with this transaction. Seller agrees to pay Broker any commission or other fees payable to Broker in connection with the Transaction under Purchaser's agreement with Broker up to a maximum of five percent (5%) of the Purchase Price ("Seller's Share of Commission"). Purchaser shall be solely responsible for paying Broker any commission or fees due to Broker in excess of Seller's Share of Commission. Seller shall pay Broker Seller's Share of Commission in respect of the Transactions at Closing from Seller's proceeds from the Transactions.

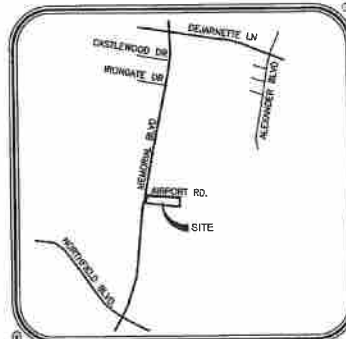
**5. Intended Development.**

It is Purchaser's present intention, without obligation, to construct and operate a retail outlet for motor fuels and/or convenience store on the Property.

**6. Seller's Right of First Refusal.**

In the event (a) Purchaser has not mobilized and begun construction activities on the Contract Property prior to the date that is four (4) years from the date on which Purchaser has obtained all permits necessary for the development of the Contract Property and (b) Purchaser thereafter elects to sell the Contract Property instead of developing it itself, Seller shall have a right of first refusal to purchase the Contract Property. Said right of first refusal shall grant Seller a one-time right to meet any bona fide offer of sale (an "Offer") on the same terms and conditions of such Offer. In the event the foregoing conditions apply, Purchaser shall deliver a notice to Seller stating the name of the prospective purchaser with a copy of such Offer attached and Seller shall have the right to purchase the Contract Property on the same terms and conditions set forth in the Offer. If Seller does not elect to exercise its right to purchase as aforesaid within thirty (30) days after receipt of such notice, the right of first refusal shall thereafter be null and void and Purchaser may sell the Contract Property free and clear of Seller's right of first refusal. The right of first refusal shall not apply to transfers to affiliates, right-of-way conveyances, condemnations, financing or sale-leaseback transactions.





LOCATION MAP  
NTS

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MURFREESBORO FROM JOHN S. BELL AND WIFE, ELLIEN B. BELL BY DEED OF RECORD IN DEED BOOK 59, PAGE 512, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

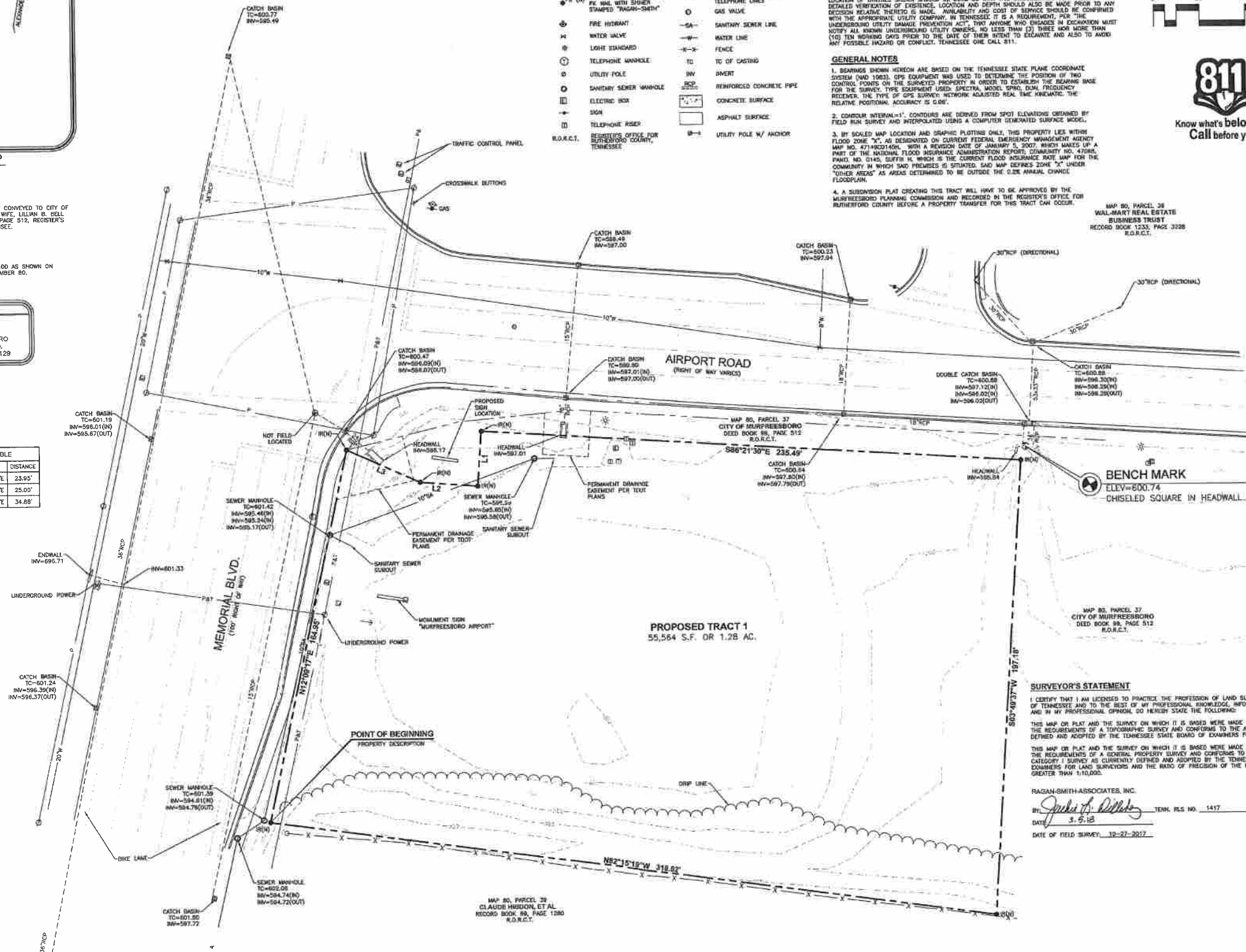
PROPERTY MAP REFERENCE

BEING A PORTION OF PARCEL NUMBER 37.00 AS SHOWN ON RUTHERFORD COUNTY PROPERTY MAP NUMBER 80.

CLIENT

MR. CHAD GERHKE,  
AIRPORT MANAGER  
CITY OF MURFREESBORO  
1930 MEMORIAL BLVD.  
MURFREESBORO, TN 37129

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N04°22'22"E	23.95'
L2	S85°37'38"E	25.00'
L3	S65°39'28"E	34.89'



LEGEND

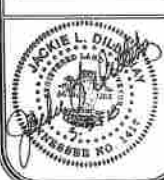
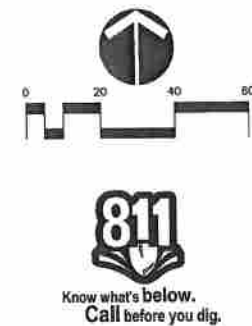
- IRON ROD (OLD)
- 1/2" IRON ROD W/ CAP STAMPED "RAGAN-SMITH"
- PE NAIL WITH SMITH STAMPED "RAGAN-SMITH"
- FIRE HYDRANT
- WATER VALVE
- LIGHT STANDARD
- TELEPHONE MANHOLE
- UTILITY POLE
- SANITARY SEWER MANHOLE
- ELECTRIC BOX
- SIGN
- TELEPHONE RISER
- REGISTERED OFFICE FOR RUTHERFORD COUNTY, TENNESSEE
- CABLE TV BOX
- OVERHEAD ELECTRIC POWER LINE
- OVERHEAD POWER AND TELEPHONE LINES
- GAS VALVE
- SANITARY SEWER LINE
- WATER LINE
- FENCE
- TO OF CASTING
- INVERT
- REINFORCED CONCRETE PIPE
- CONCRETE SURFACE
- ASPHALT SURFACE
- UTILITY POLE W/ ANCHOR

UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, ABOVE GROUND AND UNDERGROUND UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE APPROPRIATIONS AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE ABANDONED UTILITIES SHOWN HEREIN ARE IN THE AREA, EITHER IN SERVICE OR LOCATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THE CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (2) THREE HOURS BEFORE (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT, TENNESSEE ONE CALL 811.

GENERAL NOTES

1. BEARINGS SHOWN HEREIN ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD 1983). GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF TWO CONTROL POINTS ON THE SURVEYED PROPERTY IN ORDER TO ESTABLISH THE BEARING BASE FOR THE SURVEY. TYPE EQUIPMENT USED: SPECTRA MODEL SP90, DUAL FREQUENCY RECEIVER. THE TYPE OF GPS SURVEY: NETWORK ADJUSTED REAL TIME KINEMATIC. THE RELATIVE POSITIONAL ACCURACY IS 0.06".
2. CONTOUR INTERVAL=1'. CONTOURS ARE DERIVED FROM SPOT ELEVATIONS OBTAINED BY FIELD RUN SURVEY AND INTERPOLATED USING A COMPUTER GENERATED SURFACE MODEL.
3. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X", AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 4714002140N, WITH A REVISION DATE OF JANUARY 5, 2007, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT, COMMUNITY NO. 47088, PARCEL NO. 5145, SUFFR. H, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DETERMINES THAT "X" UNDER FLOODPLAIN.
4. A SUBDIVISION PLAT CREATING THIS TRACT WILL HAVE TO BE APPROVED BY THE MURFREESBORO PLANNING COMMISSION AND RECORDED IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY BEFORE A PROPERTY TRANSFER FOR THIS TRACT CAN OCCUR.



CITY OF MURFREESBORO  
MEMORIAL DRIVE AT AIRPORT ROAD  
MURFREESBORO AIRPORT

13TH CIVIL DISTRICT, CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

SURVEYOR'S STATEMENT

I CERTIFY THAT I AM LICENSED TO PRACTICE THE PROFESSION OF LAND SURVEYING IN THE STATE OF TENNESSEE AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF AND IN MY PROFESSIONAL OPINION DO HEREBY STATE THE FOLLOWING:  
THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A TOPOGRAPHIC SURVEY AND CONFORMS TO THE ACCURACY AS CURRENTLY DEFINED AND ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS.  
THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A GENERAL PROPERTY SURVEY AND CONFORMS TO THE ACCURACY OF A CATEGORY 1 SURVEY AS CURRENTLY DEFINED AND ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

RAGAN-SMITH ASSOCIATES, INC.

BY: *Jackie L. Dillard* TENN. PLS. NO. 1417  
DATE: 3.5.18  
DATE OF FIELD SURVEY: 10-27-2017

JOB NO.	WM. ORDER	APPROVED:	DRAWN:	SCALE:	DATE:
17082	0828			1"=20'	MARCH 13, 2018

BOUNDARY AND TOPOGRAPHIC SURVEY

TOTAL AREA = 55,564 SQUARE FEET OR 1.28 ACRES ±

APPRAISAL REPORT  
OF  
**1944 MEMORIAL BLVD (US-231)**  
**MURFREESBORO, TN**  
AS OF  
**MARCH 22, 2018**  
FOR  
**THE CITY OF MURFREESBORO**



PREPARED BY

**Gregory Peck** and **Associates**

# Gregory Peck and Associates

Commercial Investment Real Estate  
Representation - Valuation - Investment Analysis - Feasibility  
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April 16, 2018

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City of Murfreesboro:

The following report is intended to comply with the requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). This is an Appraisal Report as defined by USPAP under Standards Rule 2-2(a). This report is intended for internal use only by the stated client/intended user. The appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information retained in the appraiser's workfile. A glossary is provided at the back of the report for your convenience.

PURPOSE OF REPORT:	To estimate the as is market value of the subject property
SUBJECT ADDRESS:	1944 Memorial Blvd (US Route 231), Murfreesboro, TN
VALUATION CONCLUSION:	<b>\$1,350,000</b> as of <b>March 22, 2018</b>

This letter must remain attached to this report, which contain 30 pages plus related exhibits, in order for the value opinion set forth to be considered valid.

Best regards,

*Melissa M. Rich*  
Melissa M. Rich, CG-4781

*Gregory O. Peck*  
Gregory O. Peck, CCIM, SRPA, CG-140

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## PREMISES OF THE APPRAISAL

### PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the Market Value "as is" of the fee simple interest in the subject real estate. As with almost all real estate appraisals, this is a gross nominal value estimate, with no adjustments for marketing cost, carrying cost or the time value of money over the anticipated marketing period.

### DEFINITION OF MARKET VALUE

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." - Source: 12 CFR 34.42(g).

### REAL PROPERTY INTEREST BEING APPRAISED

☒ Fee Simple    ☐ Leased Fee    ☐ Leasehold    ☐ Life Estate    ☐ Other

The property rights appraised are the fee simple absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. No consideration has been given to a division of interests or fractional interests.

### ASSIGNMENT CONDITIONS

*The use of extraordinary assumptions or hypothetical conditions may influence assignment results.*

EXTRAORDINARY  
ASSUMPTIONS:    None

HYPOTHETICAL  
CONDITIONS:    This appraisal contains a hypothetical condition that the subject site will be constructed according to plans referenced in this report. The use of this hypothetical condition might have affected the assignment results.

### APPROACH(ES) TO VALUE

☒ Sales Comparison    ☐ Cost    ☐ Income

### CLIENT/INTENDED USER/INTENDED USE

This report is intended for use only by you, the client, and the intended users set forth below. Unless otherwise stated, we are not aware that you or your agent intend to transmit any information contained in this report to any other person(s) or group(s) other than to the appraiser-identified intended users listed herein. Our liability is limited to you as the client and



the intended users set forth below to the exclusion of all others. Parties other than those specifically listed as authorized intended users of this report who take some action in reliance upon this report do so at their own risk.

This is an **Appraisal Report** as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client.

CLIENT/INTENDED USER: The City of Murfreesboro  
INTENDED USE: Internal decision making by the client

**EFFECTIVE DATE OF VALUATION:** March 22, 2018

**EFFECTIVE DATE OF REPORT:** April 16, 2018

## SCOPE OF WORK

Scope of work is defined by USPAP as the work actually performed in order to develop credible assignment results. The scope of work employed in this assignment, including the report content and the detail of that content, was dependent upon the needs of the client, the intended use of the report, the definition of value used, the effective date of the report, and the subject property's value relevant characteristics.

### The scope of work for this assignment included:

- ✦ A personal inspection of the subject property was conducted to properly determine its identity and value-relevant property characteristics.
- ✦ We researched the public records relative to the history of the subject property and surrounding land uses. This search included tax and assessment information, easements, and other private, as well as public, deed restrictions, zoning, etc.
- ✦ We investigated the surrounding area to determine the neighborhood characteristics, as well as the supply and demand within the subject's market segment of comparable land.
- ✦ Gathered and analyzed data to determine the highest & best use of the property, as vacant and as improved.
- ✦ Researched sales of comparable properties. As required, sales data was obtained through research of public records, published sources of real estate data, and interviews with market participants. The sales data was verified through the sworn consideration in the deed, and where possible, confirmation with the buyer, seller, or their representative, and physical inspection of the sold properties.
- ✦ We analyzed the market data, adjusting as necessary for differences in value characteristics between the comparable and subject property, and arrived at a final opinion of value.

## NOTES:

- The plans for this project were provided by the City of Murfreesboro and exceeds no more than what is represented in this report.



## THE SUBJECT PROPERTY

### PROPERTY IDENTIFICATION

ADDRESS: 1944 Memorial Boulevard (US Route 231)  
Murfreesboro, TN 37129  
Rutherford County

TAX MAP: p/o 80 – 37.00  
TAX ASSESSMENT: \$0 Exempt  
LEGAL DESCRIPTION: Reference *Exhibit I*

OWNER: City of Murfreesboro  
TENANT: N/A

### SALES HISTORY

Sale Date	Grantor	Grantee	Book/Page	Consideration
12/2/1994	Nathaniel O. Beasley & Jean W. Beasley	City of Murfreesboro	537/520	see below
The consideration for the above referenced deed is illegible.				

### SITE

**DESCRIPTION:** The subject proposed property has a total of 1.28 acres, 55,564 SF, and is generally rectangular in shape with the exception of a portion of the northwest corner removed\*. The tract is a corner lot and has 165'± of present road frontage on the east side of Memorial Blvd. and 235'± of present road frontage on the south side of Airport Road. The traffic at this intersection is controlled by a traffic light. The site is 197'± X 318'± at its most extreme boundaries. Two permanent drainage easements and a sanitary sewer line encumber the northwest corner of the property. Overhead power and telephone lines are present along the Memorial Blvd road frontage. Electricity, water, sanitary sewer and gas are available. For the western two-thirds of the tract, the topography is below road grade around the road frontage on Memorial Blvd. and Airport Road and rises to above road grade to form a 0.7± level lot. The topography then levels out to below the grade of Airport Road to the east.

\* A pylon sign for the Murfreesboro airport is currently present at the road frontage of Memorial Blvd. but will soon be relocated to the northwest corner of site that will remain the property of the City of Murfreesboro.

**FLOOD ZONE** 47149C0145H **Zone X** 01/05/2007

**OFF-SITE IMPROVEMENTS** Memorial Blvd. – Paved five-lane road, curbs, gutters, storm sewer, sidewalks  
Airport Road – Paved three-lane road, curbs, gutters, storm sewer

**ZONING:** CH – Commercial Highway – in the City of Murfreesboro

DISTRICT AND USE	Minimum Lot Requirements		Minimum Yard Requirements <sup>5, 17, 25</sup>			Maximum Height <sup>6</sup> (Ft.)	Maximum Gross Density <sup>2</sup> (D.U./Acre)	Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq. Ft.)	Width (Ft.)	Front (Ft.)	Side (Ft.)	Rear (Ft.)			Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
<b>CH DISTRICT</b> 1. All uses	none	none <sup>23</sup>	42	10 <sup>24</sup>	20	75	none	none	none	none	none

CONFORMS? Yes

EXTERNAL OBSOLESCENCE This type of depreciation may be defined as *conditions or factors external to the property which impair its desirability or which affect the supply/demand relationship in the market.*

No significant external obsolesces is applicable to the subject property.

ENVIRONMENTAL CONSIDERATIONS Real estate appraisers are not trained to identify and/or assess the presence and/or potential hazards of various materials. An environmental impact study has not been made or provided to the appraiser. We have not been supplied with a copy of any Phase I environmental study of the subject property.

## PROPERTY MAP



CITY OF MURFREESBORO  
MEMORIAL DRIVE AT AIRPORT ROAD  
MURFREESBORO AIRPORT

BOUNDARY AND  
TOPOGRAPHIC  
SURVEY

1 OF 1



## MARKET ANALYSIS

### (REGIONAL AND CITY, NEIGHBORHOOD)

#### REGIONAL AND CITY

##### Location

Murfreesboro is the county seat of Rutherford County and is easily accessed by U.S. Hwy 41-70S and Interstate 24 from Nashville. **Murfreesboro is set to become Tennessee's new business address!** Rutherford County is 33 miles southeast of Nashville on the major interstate (I-24) corridor between Nashville and Chattanooga. It is included in the Nashville Metropolitan Statistical Area (MSA). It is the geographic center of the State of Tennessee and near the center of a physiographic region known as the Central Basin. It is the most nearly level county in the Central Basin with elevations ranging from 1,352' Mean Sea Level (MSL) to 490' MSL – the normal pool elevation of J. Percy Priest Lake.

##### Accessibility

Rutherford County is strategically located with regard to transportation with three major interstates converging about 15 miles north of the county. These interstates, I-24, I-40, and I-65, are significantly commercial routes which access major markets in each direction. Other states primary and secondary routes intersect Rutherford County forming a network connecting points throughout the southern and central regions of Middle Tennessee. There are three airports in the vicinity, including public/private airports in both Murfreesboro and Smyrna, and a commercial airport, Nashville International Airport, 10 miles to the northwest.

##### Interstate 840

The Middle Tennessee Parkway (*State Route 840 previous to 2015*) was announced in December 1986. The south loop of this 77.7-mile long roadway sweeps south of Nashville from I-40E between SR-190 and U. S. Highway 231 in Wilson County to Mile Market 179.5 in Dickson County, between the SR-46 (Exit 172) and the SR 96 (Exit 182) interchanges.

The project began in Wilson County and the initial 7.2-mile long section from I-40E near the U.S. Hwy. 231/I-40 interchange to Stewarts Ferry Pike in the Gladeville Community opened in August 1995. The next section connecting with I-24 north of Murfreesboro in Rutherford County opened in December 1996. Thus, the Wilson/Rutherford phase, which is a 23.6-mile corridor through Wilson and Rutherford Counties connecting I-40 and I-24, has been open for 22 years.

The section between I-24S and I-65S opened in December 2000. The section between I-65S and U.S. Highway 31 at Thompson Station opened in December 2005. The section connecting I-40 in Dickson County with SR-100 in Fairview is also open. The final section from Pinewood Road (SR-46) to Leipers Creek Road in Williamson County opened on November 2, 2012.

The completion of this route connecting I-40, I-24, and I-65 is seen as having an effect on the accelerated development of large warehouse distribution centers in the Smyrna and La Vergne area as well as the East Gate development at SR-109 and I-40 in Wilson County.



Interstate 840 has an interchange with Interstate 24 at Exit 74, at U. S. Hwy. 41, at Sulphur Springs Road, and West Jefferson Pike [SR-266] to the north of I-24 and at Veterans Parkway, and Almadale Road west of I-24. These connection offers access to Franklin and Lebanon from Murfreesboro.

## Road Projects

1. The Memorial & Broad Street Interchange project consists of the upgrading of the State Route 96 (Memorial Boulevard/Old Fort Parkway) and U. S. Highway 41/State Route 1 (Broad Street) intersection. This project is near complete as of Spring 2018.
2. Middle Tennessee Boulevard between East Main Street and Greenland Drive. Landscape median, turn lanes, crosswalks, and rebuilding of sidewalks, water and sewer lines. The project has an estimated completion date of August 2018.
3. Widening of SR-99 from I-24 southwest to Cason Lane was scheduled to begin in the fall of 2013 but has been delayed until completion of the Memorial & Broad Street Interchange project.
4. Widening of Cherry Lane to five lanes with curbs, gutters, sidewalks and underground utilities from Memorial Boulevard to Northwest Broad Street with interchange at I-840 and bridge over the Stones River. Scheduled to start in the summer of 2018.
5. Widening of Bradyville Pike will turn the two-lane street between Southeast Broad Street and South Rutherford Boulevard into a three-lane street with 4-foot wide bike lanes, sidewalks, curbs, and gutters.
6. W Lytle Street Roadway Improvement Project (Baker St to Church St). This project has an estimated completion date of August 2018.
7. Medical Center Pkwy at GreshamPark Dr Turn Lane Improvement Project- The Contractor for the City of Murfreesboro will be extending the eastbound left turn lane on Medical Center Pkwy at GreshamPark Dr.
8. Haynes Dr Turn Lane Improvement Project at Haynes Dr and Sulphur Springs Road (Est Substantial Completion March 2018)
9. Private Development Utility/Roadway Improvement Project: Fortress Blvd. just south of John R. Rice Blvd/Manson Pike

The City is trying to stage these projects so as to leave undisturbed alternative routes during any one construction project.

## Population

The population of Rutherford County in 2017 is estimated to be 310,750 people, a 18.3% increase from 2010. Rutherford County is the 5th largest county in the State by population. **The City of Murfreesboro has an estimated 132,379 residents and is among the 15 fastest-growing large cities in the United States.** Of the 15 fastest-growing large cities—those with a population of 50,000 residents or more—10 were in the South. Overall, cities in the South continue to grow at a faster rate than any other US region. Since the 2010 census, the population in large southern cities grew by an average of 9.4 percent. In comparison, cities in the West grew 7.3 percent, while cities in the Northeast and Midwest had much lower growth rates of 1.8 percent and 3 percent, respectively. **In Tennessee, Murfreesboro has been the fastest-growing large city for the past three years.** Franklin, Tennessee, has been the second-fastest-growing city for the past two years.

## Income

Rutherford County ranked 22<sup>nd</sup> in Tennessee's 95 counties in per capita income in 2016, when the per capita income was 88% of the average for the State. In 2002, Rutherford County ranked 16<sup>th</sup> in the State with a per capita income of \$26,329 – 94% of the average of the State. In 1996, Rutherford County ranked 8<sup>th</sup> with a per capita income 102% of the average of the State. Its relative position has decreased steadily since 2000. Williamson County at \$90,979 ranked 1<sup>st</sup> of Tennessee's 95 counties in per capita income in 2016 followed by Davidson, Fayette, Hamilton, Knox, Shelby, Wilson, Sumner, Loudon, and Madison (10<sup>th</sup>) Counties.

Per Capita Income for 2016 (Latest Available)					
<b>Rutherford</b>	\$38,098	<b>Tennessee</b>	\$46,067	<b>Nation</b>	\$51,075

## Employment

The area has benefitted from low unemployment, consistent job growth, heavy outside investment and expansion, and a broadening of the labor force. Historically, the Nashville region has tended to outperform the state and nation in economic downturns and to recover earlier. In 1994, unemployment reached a 25-year low in the Nashville Metropolitan Statistical Area (MSA), broken in each of the next four years. The unemployment levels bottomed out in 1999, before increasing in each of the following four years and then declining or remaining the same in the next four years before increasing due to the economic recession in 2008. The current unemployment rate in Murfreesboro, Tennessee, is 4.30%, with job growth of 2.54%. Future job growth over the next ten years is predicted to be 40.78%. The unemployment rate has slowly decreased as the economy has recovered as shown on the following table:

Unemployment Rates												
Year	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15	'16
Rutherford Cty	4.2	4.0	3.9	5.9	9.7	8.7	8.0	6.6	6.5	5.2	4.5	3.8
Nashville MSA	4.5	4.2	3.9	5.7	9.4	8.8	8.1	6.8	6.5	5.3	4.5	3.8
Tennessee	5.6	5.2	4.7	6.7	10.6	9.9	9.3	8.6	8.8	6.7	5.6	4.8
United States	5.1	4.6	4.6	5.8	9.3	9.6	8.9	7.4	7.4	6.2	5.3	4.9

The Nashville MSA includes Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson, and Wilson Counties.

## Employment Base

Rutherford County originally developed as a bedroom community to Nashville and approximately 15,000 persons commute daily to jobs in Davidson County. However, the county now supports a rather strong employment base of its own. Rutherford County is largely an industrial county. The county is home to a large number of blue collar workers and the population base tends to be younger than that of the rest of the MSA.



Since 2002, Destination Rutherford, an initiative of the Rutherford County Chamber of Commerce, has served the citizens of Rutherford County by providing significant job growth through the attraction of new industry, expansion of existing industry, tourism awareness, and increased retail growth – resulting in significant economic opportunities and ensuring a prosperous community. Destination Rutherford accomplishes its mission by: Creating a center of commerce and innovation for Rutherford County that provides an unmatched quality of life. Advancing job opportunities for a skilled, educated and innovative workforce. Ensuring that all citizens prosper as a result of the county leadership’s creative strategic thinking and action.

Employment in Murfreesboro, TN has grown from 57,524 employees in 2014 to 59,975 employees. **Rutherford County was rated 5<sup>th</sup> in the United States for Job growth in 2016; 2,045 new jobs were created.** Rutherford County added 1,523 jobs in 2017. Murfreesboro is the home of seven of the top ten employers in Rutherford County; the balance are located in Smyrna or LaVergne.

Top County Employers	Estimated Employees	City
Nissan North America, Inc.	8,000	Smyrna
Rutherford County Gov.	6,073	Murfreesboro
MTSU	2,205	Murfreesboro
National Healthcare Corporation	2,071	Murfreesboro
Ingram Book Group, Inc.	2,000	La Vergne
State Farm Insurance Companies	1,650	Murfreesboro
Amazon.com	1,550	Murfreesboro
Saint Thomas Rutherford Hospital	1,400	Murfreesboro
Alvin C. York V.A. Medical Center	1,300	Murfreesboro
Asurion	1,250	Smyrna

Capital investments of \$401 million were made from five relocations and eleven existing company expansions in 2016. In 2017, Rutherford County attracted \$389 million in capital investments made from seven relocations and fifteen existing company expansions. Recent companies making announcements include:

- Federal Mogul investing \$2.8 million and adding 300 jobs for its automobile parts distribution center in Smyrna;
- Franke investing \$9.4 million and adding 67 jobs that pay an average of \$58,070 in a food-service equipment business in Smryna;
- HYLA opens a new facility in La Vergne specializing in mobile device reverse logistics technology and will invest more than \$1 million and create approximately 225 new jobs.
- Triton Construction, Inc. announces plans for a 13,000-square-foot expansion, representing a \$2.2 million in capital investment.
- Valeo North America, Inc. announces plans to expand its current operations in Smyrna; the automotive supplier will invest \$25 million and create 80 new jobs for the community.

- MTSU's Small Business Development Center helped add 1,154 jobs.

## Schools

Schools have a great deal to do with the desirability of a City. Murfreesboro City operates 12 schools with 8,837 students. Rutherford County operates 47 schools with 43,683 students. The State of Tennessee - Department of Education - Academic Achievement Grades for all school systems, individual schools and teachers may be accessed at: <https://www.measuretn.gov:444/ReportCard/Main/CurrentReportCard/#/>

The composite graduation rate for all Rutherford County high schools is 95.2%, an increase from the previous 93.9%. The average ACT score for Rutherford County Schools is now 20.8%, an increase from the previous year's 19.9%. The current state average is also 19.9%. Forty-eight percent of high school students meet eligibility for the ACT Hope Scholarship, and more than half of Rutherford County's teachers hold an advanced degree beyond a bachelor's degree. Rutherford County Schools' graduation rate — 95.2% — is among the highest in Tennessee.

## Housing

Rutherford County originally developed as a bedroom community to Nashville and approximately 15,000 persons commute daily to jobs in Davidson County. However, the county now supports a rather strong employment base of its own.

Fifty-two percent of all the permits issued for the past 22 years have been for the City of Murfreesboro and 22% for the unincorporated areas of Rutherford County. Building activity in Murfreesboro peaked in 2004 at 1,906 permits and dropped to 346 in 2010—roughly 20% of the peak. Unincorporated Rutherford County peaked in 2005 before recovering in 2012. However, the total permits issued in the County as a whole in 2017 are still only 60% of the peak of 2004.

## Murfreesboro 2035 Plan

The comprehensive plan is a long-range 20+year plan that sets the framework for the physical development of the City and will serve as a living document that prepares the community for future development, redevelopment, and enhancement within the Planning Area, which includes the lands within the City's municipal limits and its urban growth boundary (UGB), an area of approximately 115,045 acres. Murfreesboro is expected to grow by 100,000 residents in the next five years, and within the Planning Area, the population is expected to increase by about 160,000 residents. Murfreesboro last developed a comprehensive plan in 1989. The Murfreesboro 2035 plan will help City leaders know the community's vision to plan for a prosperous, healthy, and equitable Murfreesboro. It is a community guidebook that specifies policy, program, and project initiatives for the City. The plan elements include major functions of the City, including land use, housing and neighborhoods, parks and recreation, public facilities, historic preservation, and economic development with a focus on population growth and infrastructure. The Plan was officially adopted in July 2017, however, it excluded transportation because city officials will be dealing with that in a separate way with the consultants and public input when they update the Major Thoroughfare Plan.



## Gateway Center

The Gateway Conference Center development is located in the triangle formed by Manson Pike to the northeast, Old Fort Parkway to the south, and Thompson Lane to the west around the city owned Old Fort Park in Murfreesboro. The Conference Center Authority was formed as a commission in 1997 to pursue the possibility of a Rutherford County Conference center/hotel complex. The Authority paid a number of consultants to develop the plans for this development, which included the relocation of the existing golf course and its expansion to 27-holes, construction of a 65,000-square foot conference center and 250-unit hotel, and a 150-acre campus style office park. In 1998, the City spent \$12 million to acquire the property it did not own in the proposed 450-acre development. About 200-acres of the site are usable for development—the balance is in the flood plain or part of a closed landfill.

City officials took the first steps in March 2000 toward building an interchange on Manson Pike, between the SR 96 and I-840 interchanges. This was somewhat controversial in that Manson Pike was a historic route, which forms one of the boundaries of the Stones River National Battlefield. The actual battle raged outside the existing park boundaries and some National Register properties would have been affected by the construction as it was originally planned. Those plans were later amended, and the interchange opened in July 2007.

One result of the Manson Pike Interchange and the Gateway development was the construction of the Medical Center Parkway, connecting I-24 with Broad Street. This route runs through the former Commerce Center property, now called Murfreesboro Gateway, and a privately-owned property known as The Avenue at the Manson Pike Interchange. The Murfreesboro Gateway is a 400-acre mixed use complex that is now home to the relocated Middle Tennessee Medical Center. Saint Thomas Rutherford Hospital, a 286-bed hospital on 68.5 acres, opened on October 2, 2010 and replaced a hospital originally built in 1927. Other developments include:

- The Oaks, a 350,000-square foot shopping center on a 32-acre site
- Stonegate Corporate Center, twin 93,000 SF mid-rise office buildings
- The Avenue — an 811,000-square foot life style center near the interchange—houses Ann Taylor Lofts, Barnes & Noble, Belk, Best Buy, Dick's Sporting Goods, Jos A. Banks, Linens 'N Things, Petco, Talbots, etc. The Avenues was sold on August 12, 2013 for \$163,000,000.
- The Fountains at Gateway is a 31-acre Class A multi-tenant office and retail development; the first phase is now complete.
- Waterstone Office Park
- Murfreesboro Medical Clinic
- Apartment living at Henley Station, Everwood at the Avenue, Vintage at the Avenue, Vintage Gateway, Robert Rose Village East
- Multiple hotels offering 1,000± rooms
- The Murfreesboro Gateway Business District offering a half-million square feet of Class A office space



## Nissan

One major feature of development in Rutherford County was the decision of Nissan Motor Company in November 1980 to locate their U.S. headquarters on an 884-acre site in Smyrna, Tennessee just south of Interchange City. Production began in July 1983 at the 3.4 million square foot facility. The vehicle assembly plant now has 5.9 million square feet, an annual production capacity of 640,000 vehicles, and represents a capital investment of \$2.4 billion. The plant produces the Nissan Altima, Nissan Maxima, Nissan Rogue, Nissan LEAF, Nissan Pathfinder, and Infiniti QX60.

Nissan's Smyrna plant is the largest private employer in Rutherford County. Nissan announced in 1991 that it would build engines and transaxles in Decherd, Tennessee, and 958-acres were acquired by Nissan. The plant is now 1.2 million square feet. The plant builds four-, six- and eight-cylinder engines for several Nissan models as well as the Infiniti JX SUV. In 2011, the Decherd plant built 580,000 engines, prior to the most recent expansion which will add 250,000 units of capacity.

In June 2009, Nissan announced plans to start producing electric vehicles and batteries by 2012 at the plant in Smyrna. In May 2010, they broke ground on the new 1.3 million square foot battery plant completed in 2011. This is Nissan's first lithium-ion battery plant outside of Japan and one of the largest of its kind in the U.S. In March 2015, Nissan announced plans to add a 1.5 million square foot integrated logistics center to the Smyrna campus. The supplier park will add up to 1,000 jobs in supplier companies.

## MTSU

Middle Tennessee State University is part of the Tennessee Board of Regents System and the largest university in Tennessee. Founded in 1911 as a normal school the college began offering Bachelor of Science degrees in 1925 as a four-year teachers' college. The university is now composed of eight undergraduate colleges as well as the college of graduate studies with nearly 40 departments. Enrollment stands at 21,793 (Fall 2017), down 819 students in the fall of 2014, with 2,270 in post graduate courses. The 515± acre campus has 137 permanent buildings with 4.2 million square foot of space 1.3 miles east of downtown Murfreesboro.

## Travel

Rutherford County's location is within a day's drive of 75 percent of the country's population, and its first-rate facilities and services have helped drive the tourism boom. Leisure travel is up, as is corporate travel, due in large part to the presence of Amazon Fulfillment and Nissan in the area. The sports segment of the market continues to boom, and the Rutherford County CVB secured the trademark Sports Capital of Tennessee. The Convention and Visitors Bureau is a one-stop shop for conference and event planners, with strong relationships with hotels and community partners to execute and implement sporting events.

Rutherford County tourism dollars topped \$331 million, an increase of 4.9 percent from 2015 to 2016, according to figures released by Tennessee Department of Tourist Development and U.S. Travel Association. This places Rutherford in the Top 10 counties across the state for travel-related expenditures, the report showed. Currently Rutherford County has more than 4,200+ hotel rooms in 50+ hotels.

2016 Total County Retail Sales = \$7.1 Billion

Rutherford County ranks 4th in the State of TN for Retail Sales!

2016 Travel Related Expenditures = \$331.9 Million

Rutherford County ranks 9th out of Tennessee's 95 Counties in travel related expenditures!

### **Agriculture & Mining**

While agriculture is no longer a significant factor in Rutherford County's economy, it remains a viable source of revenue to a small percentage of the population. According to the 2012 Census of Agriculture (*2017 results have still not been published*), approximately 44% of the county's landmass is devoted to farmland. Rutherford County's agriculture is in the second quartile of the state. It ranks 3<sup>rd</sup> in the state in sales of hay; 7<sup>th</sup> in the sale of horses, mules, ponies, burros and donkeys; 7<sup>th</sup> in Christmas trees and other short rotation woody crops; and 7<sup>th</sup> in the sale of sheep, goats and their products. Rutherford County ranks 9<sup>th</sup> in land devoted to forage crops, and it ranks 2<sup>nd</sup> in the number of inventory for goats and 5<sup>th</sup> for horses and ponies.

Mining is not important in Rutherford County. The only mineral resource extraction operations in the county are the limestone rock quarries in Murfreesboro, LaVergne and Smyrna.

### **Real Estate**

Rutherford County's assessed property values used for tax billing climbed from \$7 billion to \$8 billion the past six months (as of April 2018). Valuations are at a record high with the total value of all property at \$32 billion.

The City, Murfreesboro, is currently reviewing proposals for redevelopment of a full city block, approximately three acres, located directly adjacent to the City's historic public square. This unique project will be a high profile undertaking and offers an outstanding opportunity to complete a signature development.

### **Summary**

In summary, the subject property is located in Rutherford County, a fast-growing county within the Nashville MSA, which has a significant industrial employment base independent of Nashville, Davidson County. Rutherford County is a net exporter of jobs.



## NEIGHBORHOOD

### Summary

The boundaries of the subject's neighborhood can be described as the northern portion of the City of Murfreesboro, Area 21 in RealTracs, the local MLS, or more specifically described as: *North*: Walterhill, *East*: Lascassas, *South*: Middle Tennessee State University, *West*: US-41. The subject vacant site services this neighborhood district as represented on the following map.



The makeup of this area is an estimated 15% commercial, 75% residential and 10% vacant land. Houses in this neighborhood have a predominant age of about 12 years old and a wide variety of house prices ranging from \$95,000 to \$981,000. A total of 160 residential properties have sold since the beginning of the year (2018) with a median of 14 days on the market, representing an active market. The median sales price was \$289,900. This neighborhood is in the growth stage of development, and the general upkeep of the area is good.

The subject property is located along the main commercial arterial in this area, Memorial Boulevard, Hwy 231. Most of the properties located on this arterial are zoned commercial even if a house is presently occupying the site. Commercial development is rapidly heading north as Murfreesboro is quickly expanding. A Walmart was constructed in 2014 on the other side of Airport Road. Across the road on Memorial Boulevard, a multi-tenant commercial development, The Shoppes at Northgate, was built in 2016 with Sprouts as the anchor tenant. Also, in 2016, Arby's and Chick-fil-A built and opened new stores north and adjacent to Walmart.

## HIGHEST AND BEST USE

The fundamental proposition in land economics and an essential requirement to the value of real property is the assessment of a property's Highest and Best Use. Subject to the constraints imposed by law, prevailing market conditions, as well as the overall character of the property itself, Highest and Best Use may be defined as the optimum or most probable use/development of a property which yields the highest land value or net return to an investor/owner. The Appraisal Institutes terminology handbook states further: *"that reasonable or probable use that will support the highest present value of the land, as of the effective date of the appraisal; -- that available use and program of future utilization/development which will maximize the potential net return of an investment over a given period of time—"*. Important factors of consideration in such an analysis include legal regulations (zoning, deed restrictions, building requirements, etc.), market supply/demand conditions, neighborhood trends, and the locational and physical character of the property itself. The following analysis thus examines the subject property in light of each of these factors in order to determine which of the various alternatives are the most suitable and feasible uses.

The Highest and Best Use of the subject is typically considered from two aspects – the Highest and Best Use of the land as vacant and available for development and the Highest and Best Use in light of the existing improvements, or as improved.

**AS IF VACANT:** A careful study of the physical and locational characteristics of the subject property must be analyzed and compared with economic considerations to determine which type of use or uses will produce the greatest net return to the land. In an effort to accurately estimate the Highest and Best Use of the subject property, the uses must meet four main criteria: (1) legally permissible, (2) physically possible; (3) financially feasible and (4) maximally productive.

**Legally Permissible:** Typically in the absence of private restrictions, uses permissible under the current and applicable zoning ordinances are considered. As mentioned in the zoning section of this report, the subject property is located in CH (Commercial Highway) and no private restrictions were found. Thus, the property is legal for most commercial uses, although specifically prohibited is industrial uses. In addition, the lot parameters set for this zoning classification allow for a wide range of improvements with the only constraints consisting of minimum yard requirements at 42', 10' and 20' for the front, side and rear, respectively, and the maximum height of any building improvement limited to 75'.

**Physically Possible:** Physical constraints relative to location, size, shape, topography and available utilities all influence the use to which a property can be developed. The size, shape and topography of the site lends itself to a wide variety of uses. Water, electricity, sanitary sewer and gas are available. The easements encumbering the site are limited to the property boundaries; thus, they should not restrict the placement of major improvements. The subject property, along with the surrounding land, is not located in the floodplain. As detailed in this report, the subject property does have the physical characteristics necessary for a variety of potential uses and development.

**Financially Feasible and Maximally Productive:** The subject property is zoned CH, Commercial Highway. The use that the subject property can legally be put is commercial use per the zoning ordinance. Uses that are likely to produce adequate income or a return greater than that of the combined income required to satisfy expenses are considered financially feasible. Among financially feasible uses, the use that provides the maximum potential rate of return, or value, is indicative of a property's Highest and Best Use, as long as it is deemed 'reasonably probable' in the tests of legal permissibility and physical possibility. We found a total of four recent vacant land sales ranging from 0.69 to 1.5 acres with the same zoning within half a mile of the

subject indicating steady absorption of this land-type in this market. These recent sales indicate recent financial feasibility.

A Walmart was constructed in 2014 on the other side of Airport Road. Across the road on Memorial Boulevard, a multi-tenant commercial development, The Shoppes at Northgate, was built in 2016 with Sprouts as the anchor tenant. Also, in 2016, Arby's and Chick-fil-A built and opened new stores north and adjacent to Walmart. Considering the property's location and its legal constraints and market demand, the Highest and Best Use of the subject site is for commercial development to an end-user owner-occupant; the timing of this use is current.

**AS IMPROVED:** A pylon sign for the Murfreesboro airport is currently present at the road frontage of Memorial Boulevard but will soon be relocated to the northwest corner of site that will remain the property of the City of Murfreesboro.

## SALES COMPARISON APPROACH

In many appraisals, the Sales Comparison Approach is the only approach which can be utilized effectively. This is the most reliable procedure for estimating land value and, where sufficient comparable sales data exist, it is the most reliable method of estimating total property value. Sales of similar parcels are compared, weighted, and related to the property being appraised.

Commercial Vacant Land Estimate Ultimate Comparable Sale Numbers from Exhibit 101											
Analysis of Comparability			Sale No.: CVL - 1			Sale No.: CVL - 2			Sale No.: CVL - 3		
Consideration			2116 Memorial Blvd, Murfreesboro			125 Wendelwood Dr, Murfreesboro			2232 Memorial Blvd, Murfreesboro		
Date of Sale/Time Adjustment			3/22/18 0.00%			9/22/16 1.50			3/19/18 0.01		
Land Area (Acres):			1.280			1.460			0.690		
Time Adjusted Price per SF			\$23.85			\$23.63			\$21.80		
Proximity to Subject (Miles)			0.3± North			1,000± North			0.5± North		
Elements	SUBJECT	Description	Qualitative Analysis	Description	Qualitative Analysis	Description	Qualitative Analysis	Description	Qualitative Analysis	Description	Qualitative Analysis
Road Frontage (ft)	400'±	226'±	Equal	463'±	Equal	463'±	Equal	109'±	Equal	109'±	Equal
Land Area (acres):	1.280	1.203	Equal	1.460	Equal	1.460	Equal	0.690	Equal	0.690	Equal
Location	City of Murfreesboro	City of Murfreesboro	Equal	City of Murfreesboro	Equal	City of Murfreesboro	Equal	City of Murfreesboro	Equal	City of Murfreesboro	Equal
Site/View	Average	Average	Equal	Average	Equal	Average	Equal	Average	Equal	Average	Equal
Zoning	CH	CH	Equal	CH	Equal	CH	Equal	CH	Equal	CH	Equal
Utilities Avail.	All (sewer)	All (sewer)	Equal	All (sewer)	Equal	All (sewer)	Equal	All (sewer)	Equal	All (sewer)	Equal
Accessibility	Corner lot	Interior lot	Equal	Corner lot	Equal	Interior lot	Equal	Interior lot	Equal	Interior lot	Equal
Shape	Rectangular	Rectangular	Equal	Rectangular	Equal	Rectangular	Equal	Rectangular	Equal	Rectangular	Equal
Topography	Level to undulating	Level	Equal	Level	Equal	Level	Equal	Level	Equal	Level	Equal
On-Site Improvem.	Sign	None	Equal	None	Equal	None	Equal	Duplex built in 1986	Equal	Duplex built in 1986	Equal
Off-Site Improvem.	Typical	Typical	Equal	Typical	Equal	Typical	Equal	Typical	Equal	Typical	Equal
Encumbrances	Typical	Typical	Equal	Typical	Equal	Typical	Equal	Typical	Equal	Typical	Equal
Overall Qualitative Analysis			Equal			Equal			Equal		
Adjusted Indicated Unit Value			\$23.85			\$23.63			\$21.80		
Indicated Value for Subject Land:			\$24 per SF			X			1.280 Acres =		
									Value of Subject		
									\$1,338,163		

\* Fee simple interest conveyed and normal conditions of sale have been verified.



We have classified a commercial site to be vacant land used for commercial purposes. We limited our search for these sites to being market transactions with approximately the same size as the subject land, closed in the past two years, similar zoning, and within half a mile of the subject property. All sales mostly likely represent *end-user sales*. Commercial sites are typically found in groups with the same or complementary uses, also known as nodes. The basis of node identification is that these uses tend to cluster in various, often competing, locations. The strength of the competition is the key element of comparison to consider; a commercial property's location within the node is critical to determining its competitive position. For commercial properties, transportation linkages are the most dominant consideration that determines the market area. All the sales are considered comparable concerning these attributes, if not otherwise noted.

The three fundamental forces of demand are employment, population and income in that order. As revealed in the *Market Analysis*, employment has been increasing in the subject market causing growth in the population. In correlation, the number of building permits has steadily climbed as well. Subsequently, the standard rule is that retail follows rooftops. We found a total of four commercial land sales demonstrating steady absorption in this market. The price per SF ranges from \$21.80 to \$23.85. The data set has a mean of \$22.77/SF, a standard deviation of \$0.98/SF and a coefficient of variation of 4.3%.

The above analysis considers a qualitative viewpoint. No market conditions adjustment is warranted for this data set. No other adjustments are warranted. Most utility easements on commercial land are considered typical as they make the property usable. Most importantly, all sales possess the same highest and best use and are located on Memorial Blvd. All sales are approximately within the same proximity and possess the exact same zoning. Sale 1 is located on the same side of Memorial Boulevard as the subject - leading traffic north - out of the city on the main transportation linkage in the subject neighborhood. Like the subject, Sale 2 is a corner lot and located at the intersection with a traffic light. Sales 1 and 2 are closest in size to the subject. Sales 3 and 4 are the most recent sales. These sales are currently improved; the price is based on commercial usage of the land ONLY. The value of any salvageable materials is negligible, and the cost of demolition is estimated to be \$10,000. This cost is included in the consideration used in the chart above.

The value herein places the most weight on Sales 1 and 2. Murfreesboro, especially around the subject site, is in the growth stage of development and is currently a seller's market; thus, we will use the upper end of the range.

**\$24.00/SF X 1.28 Acres = \$1,338,163**  
**ROUNDED TO \$1,350,000**

## SALES LOCATION MAP





## RECONCILIATION

A pylon sign for the Murfreesboro airport is currently present at the road frontage of Memorial Boulevard but will soon be relocated to the northwest corner of site that will remain the property of the City of Murfreesboro.

In this assignment, the sales comparison approach to value was employed to estimate fair market value. In the sales comparison approach, the most appropriate market is researched to locate comparable sales which have sold in the past on which an opinion of value can be based. No adjustments were necessary for the comparable sales employed.

Neither the cost approach to value nor the income approach to value were employed: The cost approach and income approach are not considered to be relevant indicators of value for vacant land; therefore, these approaches are not processed in this appraisal report. As well, the income approach is not processed since tracts of land like the subject property are owner occupied and not typically rented.

Reference:

- *Exhibit I* for the legal description of the subject property
- *Exhibit II* for pictures of the subject property
- *Exhibit III* for details of the comparable sales

The subject has a current market value as follows:

ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS  
\$1,350,000

SALES COMPARISON:	\$1,350,000	INCOME APPROACH:	N/A	COST APPROACH:	N/A
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**FINAL VALUE ESTIMATE:** \$1,350,000

MARKETING TIME: 6 to 12 months  
EXPOSURE TIME: 6 to 12 months

## GLOSSARY

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**APPRAISAL:** The act or process of developing an opinion of value; an opinion of value.

**EXTRAORDINARY ASSUMPTION:** An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. . . . Extraordinary assumptions presume as fact otherwise uncertain information . . . about conditions external to the property, such as market conditions or trends ...

**FAIR MARKET VALUE:** "The value of all property shall be ascertained from the evidence of its sound, intrinsic and immediate value, for purposes for sale between a willing seller and a willing buyer without consideration of speculative values . . . "More simply, this would be the most probable sales price . . . on the assessment date (January 1st of the tax year) if it had been placed on the market for a reasonable amount of time (Pub No. 307183, 8/92, State of Tennessee Comptroller of the Treasury, Division of Property Assessments).

**FAIR MARKET VALUE:** The amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adoptable and might in reason be applied [Tennessee Pattern Instructions — Civil 11.03].

**FEE SIMPLE ESTATE:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**FUNCTIONAL UTILITY:** The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms.

**HIGHEST AND BEST USE:** The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

**HYPOTHETICAL CONDITION:** A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis [Uniform Standards of Professional Appraisal Practice (USPAP)].

**MEAN:** A measure of central tendency. The sum of values for a variable in a sample or population divided by the number of items in the sample or population. The arithmetic average [*Mathematics and Statistics Glossary*].

**MEDIAN:** A measure of central tendency identified as the middle value in an ordered array of numerical values. [*Mathematics and Statistics Glossary*].

**STANDARD DEVIATION:** The square root of the variance. The sample standard deviation is the square root of the sample variance and the population standard deviation is the square root of the population variance. . . . [*Mathematics and Statistics Glossary*].

**SOURCE (Except where noted elsewhere):** The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, Appraisal Institute  
**Note:** In some cases, definitions are not quoted in their entirety.

## UNDERLYING ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report has been made with the following assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions:

- (1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization.
- (2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.
- (3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- (4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected*) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- (5) The value estimate is based on the area in the survey provided by the City of Murfreesboro.
- (6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- (7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- (8) Responsible ownership and competent property managements are assumed.
- (9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- (10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- (11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- (12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- (13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
- (14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- (15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- (16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.
- (17) This appraisal contains a hypothetical condition that the subject site will be constructed according to plans referenced in this report. The use of this hypothetical condition might have affected the assignment results.

## CERTIFICATE OF APPRAISERS

We certify that to the best of our knowledge and belief:

- (1) The statements of fact contained in this appraisal are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- (3) We have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
- (4) That we have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- (5) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (6) Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- (7) Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (8) That we understand that said appraisal is to be used in connection with the City of Murfreesboro.
- (9) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.
- (10) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
- (11) That we have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Murfreesboro in Tennessee, and we will not do so until so authorized or until we are released from this obligation by having publicly testified to such findings.
- (12) Melissa M. Rich and Gregory O. Peck have made a personal inspection of the property that is the subject of this report. We have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal.
- (13) That the OWNER (represented by the City Assistant Attorney, Mr. David Ives) instructed us to perform the appraisal on the subject property.  
Date(s) of inspection of subject: March 22, 2018  
Date(s) of inspection of comparable sales: April 12, 2018
- (14) No one provided significant real property appraisal assistance to the appraisers signing this certification.
- (15) That the right-of-way limits were staked or marked sufficiently for proper identification of this tract.
- (16) That the cross sections were NOT furnished to me.
- (17) That our opinion of fair market value of the acquisition as of **March 22, 2018** was **\$1,350,000** based upon our independent appraisal and the exercise of our professional judgment.
- (18) To the best of our knowledge and belief, the reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Practice* of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
  - As of the date of this report I, Gregory O. Peck, CCIM, SRPA, CG-140, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
  - As of the date of this report I, Melissa M. Rich, CG-4781, have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
- (19) Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Uniform Act*.

Appraiser's Signature Melissa M. Rich  
TN Certified General Appraiser No. CG-4781  
Date of Report April 16, 2018

Appraiser's Signature Gregory O. Peck  
TN Certified General Appraiser No. CG-140  
Date of Report April 16, 2018



## QUALIFICATIONS OF APPRAISERS

### QUALIFICATIONS OF GREGORY O. PECK, CCIM, SRPA, CG-140

#### SCOPE OF BUSINESS AND PROFESSIONAL ACTIVITY

General practice with the majority of appraisal assignments relating to market value of all types of commercial, industrial, investment, and residential properties in the Middle Tennessee area. Appraisal assignments are categorized under three headings: specific value answer and/or recommendation; probable value range based on limiting conditions and assumptions, and the appraisal of easements and partial acquisitions. Eminent Domain: special experience in condemnation valuation from the following road widening and new road projects, Old Hickory Blvd., and Dickerson Pike, Nashville, TN., Great Neck Road, Virginia Beach, VA., Memorial Blvd., Highway 96, Highway 231 South, Mercury Blvd., John Bragg Highway, Thompson Lane, and Interstate 840 in Rutherford County, TN. General Contractor: purchased, redeveloped and sold Section III of Timberlake S.D; developed and sold vacant land at Old Nashville Highway and Florence Road; built 65 +/- single family homes, and successfully developed, built and sold Park Place Condominiums. Division of Property Assessment – Registered Agent – have advised and represented property owners on Ad Valorem property tax matters since 1974. Valuation consultant to Rutherford County, TN. Tax Assessor's Office.

#### PROFESSIONAL EXPERIENCE

Gregory Peck and Associates, Independent Real Estate Appraisers, Analysts and Consultants  
Chief Appraiser of a Federal Savings & Loan Association  
Staff Appraiser with Lewis Garber & Associates, Independent Real Estate Appraisers and Consultants  
Staff Appraiser with H. L. Yoh Company, mass appraisal specialists of cities, counties, and municipalities

#### EDUCATION

B.S. Degrees, Middle Tennessee State University, Murfreesboro, Tennessee  
Post Graduate Studies: University of Tennessee, Nashville, Tennessee: Middle Tennessee State University, Murfreesboro, Tennessee  
Continuing Education Programs: Appraisal Institute, Commercial Investment Real Estate Institute, Appraisal Section, National Association of Realtors, International Right-of-Way Association, National Association of Realtors, and the Tennessee Real Estate Appraiser Commission  
Past Member – National Faculty of the Appraisal Institute for Course 110, Appraisal Principles; Course 120, Appraisal Procedures, and Course 210, Residential Case Studies.

#### **PROFESSIONAL AFFILIATIONS**

CCIM      Member of Commercial Investment Real Estate Institute  
            Past President - Middle Tennessee Chapter  
SRPA      Member of the Appraisal Institute  
SRA      Member of the Appraisal Institute - Past Pres. Chapter 78  
SRWA      Senior Member, International Right-of-Way Association, *Retired*  
            National Professional of the Year Finalist

Tennessee State Certified General Real Estate Appraiser Number CG-140  
Tennessee Division of Property Assessment-Registered Agent Number 0092

#### **PARTIAL LIST OF CLIENTS**

##### **Corporations and Companies**

MacMillan-Bloedel, LTD. Canada, ARA Services, Chalk Line, Inc., Homequity, Executrans, Executive Relocation, Merrill Lynch Relocation Management, Equitable, General Electric, Kroger Company, Eaton Corporation, E. I. DuPont de Nemours & Company, Firestone Tire and Rubber Company, General Motors, Trans-America Relocation, Brunswick Corporation, Phillips Petroleum Company, American Steel Foundries, Dairymen, Inc., Maremont Corporation, Kraftco Corporation, Exxon Corporation, Americorp Relocation Management, John Deere Company, Masonite Corporation, W. R. Grace and Company, United States Steel Corporation, CSX/Louisville and Nashville Railroad, Southeastern Box Corporation, State Farm Insurance Company, National Residential, Inc., Relocation Realty Service Corporation, Roadway Express, Relocation Resources, Lincoln Service Corporation, Koppers Company, Reichold Chemical, Gen-Rel Relocation, Coldwell Banker, Chem-Exec, Empire Relocation, Travelers, Baptist Hospital, and others

##### **Financial Institutions**

First Tennessee Bank National Association, Chiao Tung Bank of Silicon Valley, Bank of America, First American National Bank, AMRESKO Institutional, SunTrust Bank, California Federal Savings & Loan, Republic National Bank of Dallas, Bank of America, BankOne-Dallas, Miami National Bank, Midsouth Bank, Volunteer State Bank, Farmersville Bank of Texas, Union Planters National Bank, Pinnacle National Bank, National Bank of Canada, and others.

##### **Insurance and Mortgage Companies**

Southeastern Mortgage, Rutherford Bank & Trust, CNA Insurance Company, Regions Mortgage, Inc., Mid-State Financial, Pacific Southwest Bank, First Investment Company, Franklin American Mortgage, Right Mortgage Company, Churchill Mortgage Company, Harbourton Mortgage Company, First Bank and Trust, NationsBank Mortgage Corporation, and others



**Governmental Agencies**

National Park Service, Veterans Administration, Loan Guaranty Division, Federal National Mortgage Corporation, Federal Deposit Insurance Corporation, Tennessee Valley Authority, Tennessee Attorney Generals Office, United States Postal Service, U. S. Department of Housing and Urban Development, United States Department of the Interior, Tennessee Department of Finance and Administration, Middle Tennessee State University, Tennessee Department of Transportation, United States General Services Administration, Resolution Trust Corporation, Rutherford County, TN., City of Tullahoma, City of Murfreesboro, Tax Assessor's Office for Rutherford County, Tennessee, and others

Have done work for various individuals, attorneys, accountants, and have given expert testimony before various commissions, Circuit, Chancery and United States Federal Courts

## Qualifications of Melissa M. Rich CG-4781

### Scope of Business and Professional Activity

Keyes Appraisals, LLC, Crossville, TN; 2012-2014  
Sponsor: Elizabeth D. Keyes-Rich, SRA

Property Group, Murfreesboro, TN; July 2014 – May 2016  
Sponsor: Marvin A. Maes, MAI, CRE, CG-266

Gregory O. Peck & Associates, Murfreesboro, TN; June 2015 – Present  
Sponsor: Gregory O. Peck, CCIM, SRPA, CG-140

General practice with the majority of appraisal assignments relating to market value of all types of residential, commercial, industrial, and investment properties, as well as condemnation projects, in the Middle Tennessee area – primarily in the Murfreesboro area through my sponsors.

### Education

- B.S. Degree in Mathematics, minor in Business (*Cum Laude* and *In Cursu Honorum*), Tennessee Technological University, Cookeville, TN
- Appraisal Institute Education Program toward earning a designation

### Professional Affiliations

- Certified General Real Estate Appraiser with the Tennessee Real Estate Appraiser Commission
- Candidate for Designation with the Appraisal Institute

### Classes through Appraisal Institute

*Basic Appraisal Principles*, June 2012  
*Basic Appraisal Procedures*, June 2012  
*Uniform Standards of Professional Appraisal Practice (USPAP)*, 2012, 2016  
*Real Estate Finance, Statistics, and Valuation Modeling*, February 2015  
*Business Practices and Ethics*, May 2015  
*General Appraiser Income Approach, Part 1*, November 2015  
*General Appraiser Income Approach, Part 2*, August 2016  
*General Appraiser Market Analysis and Highest and Best Use*, August 2016  
*General Appraiser Site Valuation & Cost Approach*, September 2016  
*General Appraiser Sales Comparison Approach*, September 2016  
*General Appraiser Report Writing and Case Studies*, October 2016  
*Advanced Income Capitalization*, December 2016  
*Automation for Appraisers*, September 2017

### Projects/Clients

Participation in eminent domain assignments including: Lytle Street and Manchester Highway in Murfreesboro, TN – and – Jefferson Pike, Singer Road, Florence Road and West Enon Springs Road in Smyrna, TN, among others.

# EXHIBITS

Subject Legal Description .....	I
Subject Photographs .....	II
Land Sales Data .....	III

## LEGAL DESCRIPTION

EXHIBIT I

### PROPERTY DESCRIPTION

BEING A PROPOSED TRACT OF LAND IN THE 13<sup>TH</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 37.00 AS SHOWN ON RUTHERFORD COUNTY PROPERTY TAX MAP NUMBER 80. BEING BOUNDED ON THE WEST BY THE RIGHT-OF-WAY (R/W) OF MEMORIAL BOULEVARD (100' PUBLIC R/W), ON THE NORTH AND EAST BY THE REMAINING CITY OF MURFREESBORO PROPERTY OF RECORD IN DEED BOOK 99, PAGE 512 REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.T.), AND ON THE SOUTH BY THE CLAUDE HIBSON, ET AL PROPERTY OF RECORD IN RECORD BOOK 69, PAGE 1280 R.O.R.C.T., SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING** BEING AN IRON ROD (NEW) IN THE EASTERLY R/W OF MEMORIAL BOULEVARD BEING THE NORTHWEST CORNER OF THE SAID HIBDON PROPERTY AND THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE LEAVING THE SAID HIBDON PROPERTY WITH MEMORIAL BOULEVARD NORTH 12 DEGREES 09 MINUTES 17 SECONDS EAST, 164.95 FEET TO AN IRON ROD (NEW);

THENCE LEAVING MEMORIAL BOULEVARD WITH THE LANDS OF THE CITY OF MURFREESBORO THE FOLLOWING FIVE CALLS: SOUTH 65 DEGREES 38 MINUTES 26 SECONDS EAST, 34.88 FEET TO AN IRON ROD (NEW);

THENCE SOUTH 85 DEGREES 37 MINUTES 38 SECONDS EAST, 25.00 FEET TO AN IRON ROD (NEW);

THENCE NORTH 04 DEGREES 22 MINUTES 22 SECONDS EAST, 23.95 FEET TO AN IRON ROD (NEW);

THENCE SOUTH 86 DEGREES 21 MINUTES 30 SECONDS EAST, 235.49 FEET TO AN IRON ROD (NEW);

THENCE SOUTH 03 DEGREES 49 MINUTES 37 SECONDS WEST, 197.18 FEET IRON ROD (NEW) IN THE NORTHERLY LINE OF THE SAID HIBDON PROEPRTY;

THENCE LEAVING THE CITY OF MURFREESBORO PROPERTY WITH THE HIBDON PROPERTY NORTH 82 DEGREES 15 MINUTES 19 SECONDS WEST, 318.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,564 SQUARE FEET OR 1.28 ACRES, MORE OR LESS.

BEING A PORTION OF THE PROPERTY CONVEYED TO THE CITY OF MURFREESBORO OF RECORD IN DEED BOOK 99, PAGE 512, R.O.R.C.T.



**SUBJECT PHOTOS**  
**TAKEN MARCH 22, 2018**

**EXHIBIT II**



FACING WEST



DRAINAGE EASEMENT



AIRPORT RD



SIGN



FACING SOUTH @ MEMORIAL BLVD



FACING NORTH @ MEMORIAL BLVD



# Vacant Commercial Land Sales

Sale No.: 1 **Chick-Fil-A**  
 Location: 2116 Memorial Blvd, Murfreesboro, Rutherford Cty  
 Map Parcel No.: 80 - 32.00  
 Grantor: IPM  
 Grantee: Chick-Fil-A, Inc. [Atlanta, GA]  
 Date of Deed: 9-22-2016  
 Deed Recorded in Book: 1507 Page: 3905 RORC  
 Property Rights: Fee Simple  
 Financing: Conventional @ market  
 Motivation of Sale: Seller to liquidate; buyer to develop site  
 Verified by: Stated consideration in deed  
 Land Dimensions/Area: 226'± ft 52,394 SF 1.203 Acres  
 Consideration: \$1,250,000  
 Price per Unit: **\$23.86 per SF** \$1,039,069 per Acre  
 Utilities Available: Electric, Sewer, Water, and Gas.  
 Zoned: CH (Commercial Highway) in the City of Murfreesboro  
 Topography: Level at road grade Shape: Rectangular  
 View: Average Access: Interior lot  
 Encumbrances: 10' water and sewer easement at front and a 10' utility easement to the rear  
 Off-Site Improvements:

<input checked="" type="checkbox"/> Paved Rd	<input checked="" type="checkbox"/> Curbs/Gutters	<input checked="" type="checkbox"/> Storm Sewer	<input checked="" type="checkbox"/> Sidewalks
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HIGHEST & BEST USE: Holding for development

Remarks: Lot 2 of Villages of McKnight Park Subdivision. Lot is not in the floodplain. Located next to Wal-Mart and other commercial uses. The site is improved with a 4,617 SF Chick-Fil-A fast food restaurant built in 2016.

Project Airport Property County Rutherford  
 Name of Appraiser Melissa M. Rich, CG-4781 and Gregory O. Peck, CCIM, SRPA, CG-140

**Vacant Commercial Land Sales**



Project Airport Property County Rutherford  
Name of Appraiser Melissa M. Rich, CG-4781 and Gregory O. Peck, CCIM, SRPA, CG-140

# **Vacant Commercial Land Sales**

Sale No.: 2  
 Location: 125 Wendelwood Dr., Murfreesboro, Rutherford Cty  
 Map Parcel No.: 80 - 25.05  
 Grantor: James B. Haynes Family Real Estate Partnership  
 Grantee: Volunteer State Bank  
 Date of Deed: 10-28-2016  
 Deed Recorded in Book: 1521 Page: 2929 RORC  
 Property Rights: Fee Simple  
 Financing: Conventional @ market  
 Motivation of Sale: Seller to liquidate; buyer to develop site  
 Verified by: Stated consideration in deed  
 Land Dimensions/Area: 180'± on Memorial Blvd 63,598 SF 1.46 Acres  
 283'± on Wendelwood Dr  
 Consideration: \$1,503,000  
 Price per Unit: **\$23.63 per SF** \$1,029,452 per Acre  
 Utilities Available: Electric, Sewer, Water, and Gas.  
 Zoned: CH (Commercial Highway) in the City of Murfreesboro  
 Topography: Level at road grade Shape: Generally rectangular  
 View: Average Access: Corner lot  
 Encumbrances: 10' utility easement along all road frontage, 20' water line easement, 20' drainage easement, joint access easement to western lot  
 Off-Site Improvements:  

<input checked="" type="checkbox"/> Paved Rd	<input checked="" type="checkbox"/> Curbs/Gutters	<input checked="" type="checkbox"/> Storm Sewer	<input checked="" type="checkbox"/> Sidewalks
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 HIGHEST & BEST USE: Holding for development  
 Remarks: Lot 1 of The Shoppes At Northgate Subdivision. Lot is clear. This is an outparcel located in front of Sprout's. Lot is not located in the floodplain.

**Vacant Commercial Land Sales**



Project Airport Property County Rutherford  
Name of Appraiser Melissa M. Rich, CG-4781 and Gregory O. Peck, CCIM, SRPA, CG-140



# **Vacant Commercial Land Sales**

Sale No.: 3  
 Location: 2232 Memorial Blvd, Murfreesboro, Rutherford Cty  
 Map Parcel No.: 80 – 26.01  
 Grantor: Qualified Exchange Titleholder 2015, LLC  
 Grantee: Falcon Custard Holdings, LLC  
 Date of Deed: 3-19-2018  
 Deed Recorded in Book: 1660 Page: 2030 RORC  
 Property Rights: Fee Simple  
 Financing: Conventional @ market  
 Motivation of Sale: Seller to liquidate; buyer to develop site  
 Verified by: Stated consideration in deed and Broker, Leslie White, CCIM  
 Land Dimensions/Area: 109'± ftr 30,044 SF 0.69 Acres  
 Consideration: \$645,129  
                                   + \$10,000 demolition costs  
                                   \$655,129  
 Price per Unit: \$21.80 per SF \$949,462 per Acre  
 Utilities Available: Electric, Sewer, Water, and Gas.  
 Zoned: CH (Commercial Highway) in the City of Murfreesboro  
 Topography: Level, 3-4' below road grade Shape: Rectangular  
 View: Average Access: Interior lot  
 Encumbrances: Typical

## **Off-Site Improvements:**

<input checked="" type="checkbox"/> Paved Rd	<input checked="" type="checkbox"/> Curbs/Gutters	<input checked="" type="checkbox"/> Storm Sewer	<input checked="" type="checkbox"/> Sidewalks
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HIGHEST & BEST USE: Holding for development

Remarks: Lot 2 of Sadler Subdivision. This lot is currently improved with a two-story 3,271 SF duplex built in 1986; however, the price is based on commercial usage of the land ONLY. The value of any salvageable materials is negligible, and the cost of demolition is estimated to be \$10,000. Lot is not in the floodplain. Located adjacent to McKnight Park.



## Vacant Commercial Land Sales

**EXHIBIT III**



Project Airport Property County Rutherford  
Name of Appraiser Melissa M. Rich, CG-4781 and Gregory O. Peck, CCIM, SRPA, CG-140

# **Vacant Commercial Land Sales**

Sale No.: 4  
 Location: 2238 Memorial Blvd, Murfreesboro, Rutherford Cty  
 Map Parcel No.: 80 – 26.00  
 Grantor: Don Irwin  
 Grantee: Ozarks Investment Properties, LLC  
 Date of Deed: 3-22-2018  
 Deed Recorded in Book: 1660 Page: 2096 RORC  
 Property Rights: Fee Simple  
 Financing: Conventional @ market  
 Motivation of Sale: Seller to liquidate; buyer to develop site  
 Verified by: Stated consideration in deed and Broker, Leslie White, CCIM  
 Land Dimensions/Area: 109'± frt 30,044 SF 0.69 Acres  
 Consideration: \$645,129  
                           + \$10,000 demolition costs  
                           \$655,129  
 Price per Unit: \$21.80 per SF \$949,462 per Acre  
 Utilities Available: Electric, Sewer, Water, and Gas.  
 Zoned: CH (Commercial Highway) in the City of Murfreesboro  
 Topography: Level, 3'-4' below road grade Shape: Rectangular  
 View: Average Access: Interior lot  
 Encumbrances: Typical  
 Off-Site Improvements:

<input checked="" type="checkbox"/> Paved Rd	<input checked="" type="checkbox"/> Curbs/Gutters	<input checked="" type="checkbox"/> Storm Sewer	<input checked="" type="checkbox"/> Sidewalks
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HIGHEST & BEST USE: Holding for development

Remarks: Lot 1 of Sadler Subdivision. This lot is currently improved with a two-story 3,237 SF duplex built in 1986; however, the price is based on commercial usage of the land ONLY. The value of any salvageable materials is negligible, and the cost of demolition is estimated to be \$10,000. Lot is not in the floodplain. Located adjacent to McKnight Park.

## Vacant Commercial Land Sales

**EXHIBIT III**



Project Airport Property County Rutherford  
Name of Appraiser Melissa M. Rich, CG-4781 and Gregory O. Peck, CCIM, SRPA, CG-140

# COUNCIL COMMUNICATION

**Meeting Date:** 4/25/19

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**Item Title:** Grinding of yard waste  
**Department:** Solid Waste Department  
**Presented by:** Joey Smith Solid Waste

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

Staff solicited bids from second party providers to grind the current brush and limb stockpile at the Florence Rd. public works facility. The bid also included on-going monthly limb and brush grinding services prior to the delivery of the new tub grinder purchased by the solid waste department. Two bids were received; one of which was for equipment rental only. Bid Woody's Tree Service was deemed the most responsive and includes equipment and manpower for six days of operation in each of the months of May, June and July for a total of eighteen days. The City's new tub grinder is anticipated to be delivered by September of this year.

## Staff Recommendation

The solid waste department recommends approving the tub grinding services bid from Big Woody's Tree Service.

## Background Information

On November 1<sup>st</sup> the tub grinder operated by the Solid Waste Department caught fire and burned. The cost to repair was deemed too expensive for a 14-year-old piece of equipment. The new tub grinder that has been ordered should arrive in September 2019. In the mean time the Solid Waste Department continues to collect and receive wood waste from residents. A bid for grinding services was issued on March 11, 2019 and bids were opened on March 20, 2019. The City of Murfreesboro received 2 bids for grinding services. Vermeer Heartland bid \$45,000.00 per month for rental of a machine for grinding. Big Woody lowest bid to supply the equipment and operator for \$30,000.00 for grinding wood waste for 1 week per month until the arrival of our new grinder.

The bid process was followed. The Purchasing Department place the bid on the Vendor Registry. The bids were placed on the Vendor Registry on March 11, 2019 sealed bids were opened on March 20,2019 at 3:00pm.

## **Council Priorities Served**

### *Safe and Livable Neighborhoods*

The Solid Waste Department collected 37,000 tons of yard waste in 2018 from the street in Murfreesboro. This year with the warmer February weather the grass has grown quicker. We are on pace to beat the 2018 tonnages.

### *Excellent Services with a Focus on Customer Service*

The free mulch is one of the services that is used mainly in the spring and fall of the year. This spring we have no mulch to load and have disappointed many residents.

### *Engaging Our Community*

The free mulch that we provide for the residents is one of the most enjoyable and beneficial use of the mulch that is provided to the resident. That we have none to give has been a big disappointment to many residents.

## **Fiscal Impacts**

The estimated cost is \$90,000.00 this is for grinding (one week) in May, June and July plus the cost of City-supplied fuel. Funding of the grinding services is proposed from the solid waste fee which has generated \$536,730 through the month of March.

## **Operational Issues**

Grinding the pile of yard waste will alleviate a significant back-log of that has continually built up while the City's grinder has been down as well as suppress the risk of fire hazard due the amount of yard waste on the yard. Also, by grinding the yard waste the City will have a supply that the residents can use for mulch.

## **Attachments:**

None



# COUNCIL COMMUNICATION

**Meeting Date:** [04/25/19]

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**Item Title:** Murfreesboro Housing Authority

**Department:** Administration

**Presented by:** Mayor

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Attachments:**

1. Memo from Mayor Shane McFarland
2. Certificate of Appointment Of Commissioner



*. . . creating a better quality of life.*

April 25, 2019

Members of City Council

**RE: Recommended Reappointments – Murfreesboro Housing Authority**

**Board Reappointments**

As an item for the City Council agenda, I am recommending the reappointment of Mrs. Betty Hord to the Murfreesboro Housing Authority.

**Reappointment**  
Mrs. Betty Hord

Sincerely,

Shane McFarland  
Mayor

CERTIFICATE OF APPOINTMENT OF COMMISSIONER  
OF MURFREESBORO HOUSING AUTHORITY

WHEREAS, the Murfreesboro Housing Authority has been created and organized pursuant to the provisions of the Public Acts of Tennessee, 1935, Extra Session, Chapter 20, as amended; and

WHEREAS, on the 3<sup>rd</sup> day of May, 2019, Shane McFarland, Mayor of the City of Murfreesboro, appointed Betty Hord to succeed herself as Commissioner of the Murfreesboro Housing Authority; and

WHEREAS, said term expires on the 3<sup>rd</sup> day of May, 2019.

NOW, THEREFORE, pursuant to the provisions of the Housing Authorities Laws of the State of Tennessee, as amended, (Public Acts of Tennessee, 1935, Extra Sessions, Chapter 20, as amended), and by virtue of my office as Mayor, I, Shane McFarland, the duly elected, qualified, and acting Mayor of the City of Murfreesboro, Tennessee, do hereby appoint Betty Hord to succeed herself as a Commissioner of the Murfreesboro Housing Authority for a term of five years from the 4<sup>th</sup> day of May, 2019 until the 3<sup>rd</sup> day of May, 2024, or until her successor is appointed and qualified.

IN WITNESS THEREOF, I have hereunto signed my name as Mayor of the City of Murfreesboro, Tennessee, and caused the Official Corporate Seal of said City of Murfreesboro to be affixed hereunto, this 3<sup>rd</sup> day of May, 2019.

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Shane McFarland, Mayor

## CERTIFICATE OF MAYOR

I, Shane McFarland, Mayor of the City of Murfreesboro, Tennessee, hereby certify that the foregoing Certificate of Appointment of Commissioner of the Murfreesboro Housing Authority was duly filed by me in the Office of the City Recorder of the City of Murfreesboro, Tennessee, on this 3<sup>rd</sup> day of May, 2019.

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MAYOR

## CERTIFICATE OF CITY RECORDER

I, Melissa B. Wright, City Recorder of the City of Murfreesboro, Tennessee, do hereby certify that the foregoing Certificate of Appointment of Commissioner of the Murfreesboro Housing Authority was duly filed in my office on this 3<sup>rd</sup> day of May, 2019. I further certify that said Betty Hord is not an officer or employer of said City.

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CITY RECORDER